

1904-008
Lee Co.

Chancery Causes: C. T. Stamper vs. W. M. Venable &

Folder 142

Bay, Hickam, Morgan, Cook, Sewell, Davis, Hall,
Tonker, Fletcher, Gillerwaters, Robinett, Saye, Fannon,
Hamilton, Hyatt, Gibson, Childress, Furgerson

CA - Contract Dispute
T - Property
Migration

1 To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee
2 County,Virginia:-

3 Humbly complaining,your orator,C.T.Stamper,a citizen of
4 Lee County,would respectfully represent and show unto your
5 honor that in the year 1896 your orator was profitably enagaged
6 in farming at Nishnabotna,in north~~ern~~ Mo.,at a salary of
7 \$18.00 per month,board and washing included. At that time
8 your orator was a young man of 21 or 22 years of age,and
9 unmarried. While he was at the place aforesaid,and engaged as
10 aforesaid he had an old Aunt,Mrs.Minervia Bays,who possessed
11 a considerable amount of property consisting of money and
12 houses,the value of which may be conservatively estimated at
13 \$10,000.00.Said property was situated at Bristol,Tenn,where
14 your orators said aunt lived.She was an old woman of about
15 70 years,and was in need of some youg person to take charge
16 of her and her property and assist her in taking care of same.
17 Said Mrs.Bays was living alone and unprotescted in the said
18 City of Bristol,though she had been married,she had no children
19 to comfort her in her declining years,and she being attached
20 to your orator by the ties of kinship,your orator being
21 the said Mrs.Bays' sister's son,and he being a young man
22 and suited to the need of which the said Mrs.Bays so stood
23 in need,the said Mrs.Bays began writing to your orator at the
24 place aforesaid to give up his place there and come back to
25 Virginia,and also procured J.M.Stamper to ~~write~~ ^{talk to} your orator
26 ~~to come back to Virginia,from whence he had gone,and that if~~ ^{after he came with reference to buying}
27 ~~he would come back to Lee County,that she would buy what is~~
28 known as the ~~P~~reston land,situated on Waldens Creek of
29 H.N.Horton,ix and that said land should be dedeed to your
30 orator if your orator would take the said Minervia Bays and
31 give her a home with him on said farm and table board as long
32 as she lived. Your orator was doing well in Mo.,but he was
33 acquainted with the said farm which his said aunt propsed to
34 give him for keeping her,and as she was growing old and your

1 orator was greatly in sympathy for his old aunt, who had no one
 2 to look to in her old age, and considering that it was a bargain
 3 that he could afford to make, after considerable persuasion on
 4 the part of said Mrs. Bays and her agent, the said J.M. Stamper,
 5 your orator concluded to accept and did accept the proposition
 6 from Mrs. Bays, and did give up his position as aforesaid and
 7 did come back to Virginia, and in the month of March, 1897,
 8 did take possession of the said farm pursuant to the said
 9 agreement, which the said Mrs. Bays did buy as she had agreed
 10 to do. Mrs. Bays remained in Bristol for a little while, winding
 11 up some of her matters there, so as to get ready to come to
 12 the farm, and in the month of Aug. of the same year came on to
 13 the farm on Waldens Creek and there took up her abode with
 14 your orator, where, at the time, she expected to spend the
 15 few remaining days of her life; and there your orator and his
 16 said aunt lived amicably and agreeably for about 18 months. The
 17 pure air of the country, the quiet of the farm house home and
 18 the change from city to country so agreed with the health of
 19 the said Mrs. Bays that at the end of the said time Mrs. Bays
 20 found herself much improved in health and invigorated in
 21 strength, and feeling thus strong again, the desire for city
 22 life again returned and she went back to Bristol saying that
 23 he could send her some provisions as she needed them from
 24 time to time, to which your orator had no objection, and did
 25 furnish such things as the said Mrs. Bays called upon him for.
 26 Some time after ^{your orator} ~~he~~ came back to Virginia he was surprised
 27 to learn that said Mrs. Bays had taken the title to said land
 28 to herself, and he called his aunt's attention to the fact,
 29 and she promised from time to time to make the deed over to
 30 your orator; and always said that she was ready at most any time
 31 to make the deed, but time went on and days became weeks and
 32 weeks months untill the said Mrs. Bays decided that she would
 33 go back to Bristol; Mrs. Bays said that as she was going to
 34 Bristol she would have the deed made there by some of the

lawyers and send the same back to your orator, and the said Mrs. Bays being of the opinion, and your orator also, that before she could make your orator a deed she must first have her title duly recorded, she sent the same to the Clerk of the County court of Lee County the day previous to her departure, and your respondent paid for having said deed recorded; but Mrs. Bays failed to do as she had agreed to do and did not execute and return said deed. After the said Mrs. Bays had ~~xxxxxxx~~ ^{months} been in Bristol for a few ^{some} weeks she became sick, and your orator again took her back to his home where she stayed for a few weeks; and while she was there the said W.M. Venable began to come to the home of your orator and have secret talks with said Mrs. Bays, and sent others to do the same, which your orator believes was done for the purpose of dis-satisfying her with her home and to persuade her away from ~~his~~ ^{the} home ^{of your orator} that he might procure from her the property of your orator and all the property which said Mrs. Bays had; and your orator believes that the said Mrs. Bays was induced to leave his home by said W.M. Venable, as in a short while after he began these secret talks with her she left the home of your orator and has never since returned. Some time after said Venable had induced the said Mrs. Bays to leave the home of your orator, to wit, on the 2nd day of March, 1900, the said ~~Mrs. Bays~~ ^{Venable} ~~xxxxxxx~~ procured a kind of conveyance to himself of the farm on which your orator lives, and which according to his contract with said Mrs. Bays was and is the property of your said orator; and the said Venable also procured from said Mrs. Bays a deed to his wife ~~from~~ for all the property situated in Bristol which Mrs. Bays owned. Previous to this time the said Mrs. Bays had purchased a nice farm and given it to said W.M. Venable. Your orator will further represent and show unto your honor that said W.M. Venable had full knowledge of all the rights of your orator, and knew that he had purchased said land from said Mrs. Bays in consideration of his agreement ~~to purchase and maintain the said Mrs. Bays~~

during her life time on the said farm by giving her a home and board. But notwithstanding his knowledge as aforesaid, the said W.M. Venable wickedly contriving to defraud and cheat your said orator out of his rights in said land, wickedly and wrongfully set about to procure from said Mrs. Bays the ^{legal} title which he knew had not yet passed from her, and after exerting over her an undue influence, to wit on the 2nd day of March, 1900, finally succeeded in obtaining the said deed from her, as well as a deed to all the other property which she owned to his wife Francis E. Venable.

Your orator will further represent and show unto your honor that he has faithfully kept and performed his part of said agreement to keep said Mrs. Bays, that he came back from Mo. as he agreed to do, that he kept said Mrs. Bays as long as she chose to remain with him, that he has done all that he could or that is within his power to do to keep said contract unless he could have had concurrence on the part of said Mrs. Bays; that he has always been ready and willing, and able to perform said contract, and is now willing, ready and able to perform *the same*.

Your orator will further represent and show unto your honor that in pursuance to his said contract with the said Mrs. Bays he took charge of the said land and has made improvements thereon in the way of fencing and clearing ^{up} the land and putting grass thereon, putting a little money here and a little there and labor here and labor there untill it is an absolute impossibility for him to estimate his ~~damages~~ losses in damages for the violation of his contract by Mrs. Bays; besides your orator, at the time he was induced to leave Mo., was a single man and profitably engaged, and upon the inducements held out to him ^{by Mrs. Bays} was persuaded to change his position and condition in life, and upon the faith of being the owner of the said property, ~~became~~ married that he might be better enabled

~~enabled~~ to carry out his contract in giving said Mrs. Bays a home, as he had so contracted. Your orator therefore says that it is impossible for his loss to be estimated in damages. Your orator will further represent and show unto your ~~orator~~ honor that the said Mrs. Bays is now insolvent, having hertofore, to wit on the 2nd day of March, 1900, deeded and conveyed ^{the rest residue of} all her property to Francis E. Venable, the wife of the said W.M. Venable.

Your orator would further represent and show unto your honor that at the 2nd Feby Rules, 1901, the said W.M. Venable instituted his action of Ejectment against your orator to recover of him the said land hereinbefore referred to under his said deed which he had fraudulently procured from said Mrs. Bays as aforesaid; and at the same rules said Venable filed his bill of injunction, having alleged that said property was his and that your orator was committing waste thereon; both of which said actions were instituted for the purpose of completing the fraud which said Venable had ~~commenced~~ commenced against your orator.

The premises considered, your orator is advised that he is remediless save in a court of chancery, that he has rights which can be set up in a court of equity but not at law, that he has a right to maintain this suit for the purpose of enjoining the said W.M. Venable from proceeding with said action in Ejectment untill your orator can have a judgement of a court of chancery upon his rights, and the establishment of ^{the} same; that he has a right to enforce the specific performance of his said contract with the said Mrs. Bays; that he has a right to have the said deed of said Mrs. Bays set aside because the same was procured by fraud and ^{with} a full knowledge of the rights of your orator; and that he has a right to all other further and general relief that the nature of his cause and equity sanctions.

The prayer therefore of your orator is that said W.M. Venable and Minervia Bays be made parties defendant to this bill of complaint and that they each be required to answer the same, but not under oath, that being specially waived; that the said W.M. Venable be enjoined from

prosecuting said action of ⁷jectment untill the rights of your orator is determined in this suit; that said deed of March 2nd, 1900, of the said Mrs. Bays to the said Venable be annulled, vacated and set aside; that said Minervia Bays be compelled to specifically execute the deed which she contracted to execute as aforesaid by conveying to your orator the said property, and in the event that said Minervia Bays should fail or refuse to execute the same that a commissioner be appointed for the purpose of executing the same for her, and that all other furthur and general relief be granted your orator that the nature of his cause and good conciance may sanction, and he will ever pray &c.

Punington Mass. P.Q.

State of Va

County of Sur. to wit:

I J. F. Shaggs a Justice of the peace in and for the County and State aforesaid do hereby certify that W. C. Stauffer ~~and~~ personally appeared before me, and made oath that the allegations contained in the foregoing bill, which he makes upon his own knowledge are true, and those made upon the information of others he believes to be true.

Given under my hand this
the 18 day of May 1901

J. F. Shaggs J. P.

C. J. Stamper
v
W. M. Venable

Big Stone Gap, Va
In vacation, May 22, 1907

An injunction on behalf of the
plaintiff is here by awarded against
the defendant, W. M. Venable, restraining
him from further prosecuting the
action of replevin pending on
the lower side of Lee county Cir-
cuit Court, wherein W. M. Venable
is plaintiff and C. J. Stamper
is defendant, until a future order
of this court. But this order is
not to be effective until the
said C. J. Stamper or some one
for him shall execute bond
before the clerk of Lee county
Circuit Court in the sum
of \$250 conditioned as required
by law

H. A. W. Starns, Judge
of Lee county Circuit Ct

To A. B. Murray,
Clerk

Pliffs Costs

Clerk 6.98
Tax 1.50
Shff 2.00
72 P 26.00
wito 5.00

C. L. Stamper
vs } Bill
W. M. Venable

T. Stamper, complainant,

vs. In Chancery,

W. M. Venable, defendant.

37⁴⁰

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee Co.;

The amended and supplemental bill of your Complainant C. T. Stamper, respectfully sheweth unto your honor that he heretofore exhibited in this honorable court his original bill of complaint against W. M. Venable and Manervia Bays, which bill is here prayed to be considered and taken as part of this amended bill as fully as if set out in extenso, with the following exceptions to wit, on page 1 of your orators said original bill line 25 is the following language, "and also procured J. M. Stamper to write your orater, ^{to come back to Virginia} from whence he had gone, and that if he would come back ^{to} Lee County that she would buy". Your orater avers that he did not notice this statement quoted untill at the June term, ¹⁹⁰¹ ~~1901~~ of the ~~Circuit~~ ^{and its stead} court for Lee County, and instead of said expression so quoted your orater avers as follows, "and also procured J. M. Stamper to talk to your orater after he came back to Virginia with reference to buying ~~the~~ what is known as the Preston land", ~~etc.~~. And your orater will further shew unto your honor on page 2 of his original bill and beginning on line 26 there is this language; "Some time after your orater came back to Virginia he was surprised to learn that Mrs. Bays had taken the title of the land to herself and he called his aunt's attention to the fact"; this statement in said Bill as well as the one first referred to and quoted was a ^{not} mistake of the attorneys that prepared the same and was ^{to be so stated} noticed by your orater ^{until} the same had been sworn to and filed in this court. As above stated, the first clause referred to was noticed by ~~me~~ your orater at the June term, 1901 of your ~~honor's~~ court and the attention of one of the attorneys for the defendant was called to it at that time, and he thereupon agreed that said original bill should be made to conform to the facts as your orater desired to express them, and the same was then corrected, ^{as the bill now stands}. But the expression referred to beginning line 26 of page 2 was not noticed by your orater ^{until} on the 29th day of July, 1901, at Pennington Gap where the depositions in this cause was begun on ^{there through} behalf of your orater. Your orater avers that he ~~existed~~ ^{was} his attorneys

called the attention of ^{one} the defefendants' attorneys to this mistake before any deposition was taken in this cause. And your oraters attorneys stated to the defendants' attorney that they would have ^{to have} ~~an~~ ^{to correct said mistakes} the amendement made upon obtaining leave of the court to do so.

And upon this statement made the taking of the depositions were begun. *Now your orator prays that this latter expression above quoted be stricken from his original bill.*

The prayer therefore of your orator is that he be allowed to file this amended bill to his said original bill, that the said W.M. Venable and Minervia Bays be made parties defendant thereto and be required to answer the same, but not under oath, that being specially waived, that the same relief be awarded hereunder as is prayed for in the said original bill. And may all other furthur and general relief be granted your wator that the nature of his cause and good conzience may demand, and he will ever pray &c.

Swainston Bros. P.Q.

C. F. Stampen

vs } Amended
Bill

2nd M. Venable et al

E. W. PENNINGTON.

ROBT. L. PENNINGTON.

Pennington Bros.

ATTORNEYS AT LAW.

JONESVILLE AND PENNINGTON GAP VA.

To the Honorable H.A.W.Skeen, Judge of the Circuit

Court of Lee County, Virginia:

The seperate answer of Minerva Bays to a bill exhibited against her and another in this Honorable Court by C.T.Stamper.

Respondent saving the benefit of all such just exceptions as can be had to said bill upon its final hearing, for its many misstatements of fact and errors of law, for answer thereto, or to so much ther of as she is advised it is material, to answer the same, answering she says:

Respondent says she knows nothing personally of the whereabouts or business or wages of the complainant in the year 1896 and therefore neither admits nor denies the allegations of the bill in regard thereto, but she fails to understand how he can allege that he was profitably engaged in the business of farming, when at the same time he was only a hiringling working for wages. But your respondent denies that at the time spoken of she was and old and feeble woman in need of some young person to take charge of her and her property and assist her in taking care of the same, but on the contrary, she was in full vigor of health, though older in years than she once was, and fully able to take care of herself and her business. It is true she had no children; it is further true that the complainant was and is her sister's child; that she had an affection for him as a relative, and was willing to treat him as one bearing such relationship to her, should be treated by a man, but the repayment she gets for the affection bestowed by her is the same that the kind man, who took the adder to his brest and warmed it into life in his bosom, received from that vile reptile; he has turned upon her and bit her.

Your respondent denies that she ever wrote to or importuned the said complainant to return to Virginia or that she ever promised or agreed that if he would do so she would buy the Preston land on Wallen's Creek and deed it to said Complainant, or have it deeded to him. She denies that she ever proposed to make said farm her home, either with the complainant or any one else. She had a good home in Bristol, and if she had wanted a young person to live with and take care of her in her home, she would have taken that person to Bristol with her,

where she was living in comfort. She bought said farm as an investment, knowing that it was fully worth the money she agreed to pay for it and with the intention of having some person live upon it and cultivate it with whom she could stay and spend a few days pleasantly, if she so desired on her frequent visits to her old home in Lee County, where she was reared.

Respondent denies that the said J.M.Stamper, mentioned in the bill was her agent, or was ever employed by her to negotiate with the plaintiff, or to induce him in any way to return to Virginia. The said J.M.Stamper, mentioned in said bill, is the father of the said plaintiff and doubtless he was anxious for ~~his~~ the return of the plaintiff to Virginia and, perhaps, he did importune him to return, but if he did so, he did it on his own motion and not by the procurment of this respondent.

It is true that after the return of said plaintiff to Virginia that he went upon said tract of land then belonging to respondent, but he went there as the lessee of this respondent as her agent to attend to and look after said farm and not by virtue of any agreement with her that he should have said land or any interest in it, save such as she from year to year saw proper to allow him to retain out of the products of the farm.

It is true that the respondent did come back to Lee County some time in the summer of the year 1896, but she did not come back here for the purpose of making her home in Lee County, but only on one of her yearly visits to the home of her childhood. She staid sometime, a part of which time she spent with the plaintiff, aiding him as best she could in the mangement of said farm, spending the residue of her time with her sister and other relatives in the County; and after staying as long as she desired, she returned to her home in Bristol as she had all the while purposed doing. Respondent denies that after her return, the plaintiff sent her anything for support and maintainance, which belonged to him. He may have sent her some little thing, such as a ham or something of that kind of her own property, and not his. Respondent supposes, that after the return of the plaintiff to Virginia

that he did learn that she had taken title to herself for said tract of land. The fact that she had done so was no secret as to any one, but she denies that this was a surprise to the plaintiff, She denies that she promised from time, or at any time to make a title to the same to the said complainant; she denies that she ever promised that she would make the deed here, or that she would have it prepared and executed to him at Bristol, or at any other time or place.

It is true that respondent did send her deed from Horton to the Clerk's office of the County Court for recordation, and, perhaps, she sent by the complainant, but she herself paid the recordation fees.

It is true that after staying in Bristol for a while respondent returned again to the home of her girlhood as she was accustomed to do every year, and it is likewise true that she visited said complainant as she visited her other relatives; it is likewise true that her nephew, William M. Venable, visited her, that she had conversations with him, but it is not true that she had any secret talks with the said Venable or he with her, or that the said Venable sent others to her to have secret talks with her for the purpose of dissatisfying her with her home or to persuade her away from the home of complainant, that he, Venable might procure said land and the other property of your respondent, or for any other purpose. It is true, however, that respondent did leave the home of said complainant, she left it of her own volition, and because his conduct and manner of treatment and intercourse with her made it unpleasant to her.

It is further true that on the second day of March, 1900, she conveyed said land to the said William M. Venable, but she denies that this land was the land of the complainant or that he had any interest therein, or that said conveyance in any way affected the rights of said complainant. Said land was the property of respondent; she had a right to do with it as she saw proper and she exercised that right in accordance with the law of the land in which both complainant and respondent lived. A further reason for said conveyance, was the fact of a mortgage on said land, which the said Venable assumed and bound himself to pay off and discharge.

It is further true, that respondent conveyed her property in Bristol to the said Venable's wife on terms satisfactory to both, and she is at a loss to conceive what interest said complainant has in that matter, or why he has lugged it into this suit, or what bearing it can have on same.

Respondent denies any collusion between herself and the said Venable, or any undue influence of any kind exerted or attempted to be exerted by him upon her.

Respondent denies, that there was any contract whatever between her and the said complainant for the said complainant to keep and perform, except one of renting from her, which he has not kept and performed in any particular. She denies that he supported or maintained her at any time, but instead thereof, she contributed while she visited him very largely to the support and maintenance of the said complainant and his family; she denies that the said complainant has made any improvements upon said land, but upon the other hand, he has injured the same, lessened its value, and attempted to permanently injure it by plowing up the grass, destroying the sod &c., alleging as she is informed, that he would get everything off of said land possible before he was compelled to leave it, and would leave it when compelled in a condition to be as of as little advantage as possible to your respondent or her vendee.

It is further true that complainant has married since he returned to Virginia, but she does not know whether this marriage has done him such irreparable injury that he cannot be compensated in money for the damages thus done him, or not, but whether he is so damaged by said marriage, or not, she denies that she caused said marriage, or in any way contributed, influenced or induced such marriage or the injury resulting therefrom.

Respondent now having answered said bill as fully as she is advised that it is material or necessary to answer the same, prays to be hence dismissed with her reasonable costs in this behalf ever most unjustly expended.

C. T. Duncan + J. B. Noel
Counsel for Defendant.

Wm. Variable et al.
vs { On Chy

C. T. Stamper

Answer of

Maurice Bays

Filed in open Court
and by leave thereof
June 7th 1901

A. B. Munsey Clk

C. T. Duncan & J. C. Noel
Attys. Left

To the Honorable H.A.W.Skeen, Judge of the Circuit
Court of Lee County, Virginia:

The separate answer of W.M.Venable to a bill exhibited against him and Manerva Bays in this Honorable Court by C.T.Stamper.

Respondent saving the benefit of all just exception as may be had to said bill upon its final hearing, for answer thereto, or so much thereof as he is advised it is material to answer, answering he says:

Respondent says that he knows nothing of the Complainants whereabouts or business or wages in the year 1896 and thereafter, therefore neither admits nor denies the allegations of the bill in regard thereto.

Respondent also denies having any knowledge of any contract entered into between the complainant and Minerva Bays whereby the said Minerva Bays was to convey unto the said Complainant the F.N. Horton farm or land in controversy.

It is true that on the 2nd day of March 1900 the said Minerva Bays executed her deed to this respondent for the land mentioned in the plaintiff's bill, but that the same was for a valuable consideration and on terms perfectly satisfactory to the said Minerva Bays.

Respondent, denies however that he procured this deed by any undue influence brought to bear upon the said Mrs. Bays, but that the same was made with the full and complete acquiescence on the part of the said Mrs. Bays.

Respondent further denies that in purchasing the said land from the said Mrs. Bays that he had any desire to defraud, or cheat the said complainant out of any rights that he might have had in said land, or that he wrongfully set about to procure from the said Mrs. Bays the legal title to said land for the purpose of defeating the rights of the said Complainant; on the other hand respondent says that he had no knowledge or information that the complainant claimed any interest in said land, except as a mere renter.

It is true that the said Minerva Bays left the home of complainant and came to that of this respondent, but respondent denies that he had any secret talks with the said Mrs. Bays or that he sent others to do the same, for the purpose of dissatisfying her with her

home at the house of the Complainant, or persuade her away therefrom, that he might procure the property of the said complainant, and he further denies that the said complainant had any interest or rights in said property enforceable either in a Court of law or equity.

It is true that this respondent at the 2nd February rules 1901, instituted his action of ejectment against the Complainant to recover the land mentioned in said complainant's bill, and at the same rules said respondent filed his bill of injunction, alleging that the said property was his, and that the said complainant was committing waste thereon, but he denies that these actions were instituted for the purpose of completing any fraud against said complainants, on the other hand the said action of ejectment was instituted for the purpose of recovering the land which the respondent believes that he owns in fee-simple, and which he believes that he has the right to recover; and that the said injunction was obtained for the purpose of preventing the wastes therein mentioned which the said complainant was perpetrating upon said land.

And now having fully answered said bill, and here expressly denying each and every allegation of said bill not herein before admitted, explained or denied, the said respondent prays to be hence dismissed with his reasonable costs in this behalf expended.

C. T. Dunsaw & J. E. Noel
Counsel for Defendant

W. M. Venable et al.

ads { On Cley

C. T. Stamper

Plasur of

W. M. Venable

Filed in open Court
and by leave thereof
June 7th 1901

A. B. Munsey

C. T. Duncan + J. C. Holt, Attys.
for ads

S. R. Stamper et. al. * Order passing this case.
*
vs. *
*
William Venable et. al. *

In this cause by consent of parties the cause is passed and
left open for proof under the rules of the court.

Order of Cut. :

S.R. Stump & Co

75

New Variable etc

G.K.

Clinton

Entered Nov 7 1904

Minute Book No 7

p 363

Geo. T. Hammer,

C + M,

C. T. Stamper, Complt.

vs.

Wm. M. Knable and Minerva Bays Dfts. }

This cause came on ~~again~~ in vacation on this the 3rd day of February, 1902 to be heard upon the bill of the Complainant, and the separate demurrers and answers of said defendants and general replication thereto, the amended bill of said Complainant and answer to the same, the depositions of witnesses and the decrees entered in this cause at the June and Nov. term 1901 of the Circuit Court for St. Louis, the latter of which decrees submitted said cause in vacation for decision by consent of said parties, and was argued by Counsel for both Complainant and defendant: On consideration whereof the Court being of opinion that said Complainant is entitled to have the Contract set up in the bill in this cause, specifically enforced, and that the debt referred to in the bill, dated

march, 2nd, 1900, from Minerva Bays to Wm. M. Venable is found, null and void: It is therefore adjudged, ordered and decreed as follows, to-wit:

First - that the aforesaid deed from Minerva Bays to William M. Venable, recorded in the Su County Court Clerk's office in deed book No. 36 page 24, be and the same is hereby cancelled and held for naught;

Second - That the said Minerva Bays be and is hereby directed and required, within 30 days from this date, to execute and deliver unto the said C. J.

Stamper, a deed with covenants of Special warranty, granting and conveying unto him the tract of land in controversy, to-wit: A certain tract of land containing 100 acres more or less, lying in Su County, Virginia, on the waters of Hallens Creek and particularly described in a certain deed made by Harvey N. Horton wife to the said Minerva Bays,

dated January, 30th, 1897, recorded
in the Su County Court Clerk's
office in deed book No. 35,
page 167, to which deed reference
is here made for a more particu-
lar description of the said land;
but the court being of the opin-
ion that the said Minerva Bays
has a right under her contract
with the said C. J. Stamper, to
have a home at the house of
the said Stamper on the said
land, and to table board from
him the said Stamper during
her life, provided she sees fit
to live with said Stamper, she
may in the said deed to the said
Stamper retain a lien on the
said land, as security for the
faithful compliance with the
said contract by the said Stam-
per on his part: and unless the
said Minerva Bays executes and
delivers the said ^{deed} to the said Stam-
per within 30 days from this
date, then W. H. Huntington, who
is hereby appointed a special
commissioner for the purpose,
shall execute and deliver to the

said Stamper, the said deed, for and on behalf of the said Minerva Bays, inserting therein a covenant of Special warranty on the part of the said Minerva Bays, and retaining a lien upon the said land as security for the performance of the said contract by the said Stamper aforesaid; Third. That the injunction heretofore granted in this cause whereby the said William M. Venable was enjoined and restrained from further prosecuting a certain action of ejectment brought by him in the Circuit Court of Lee County against the said C. F. Stamper, be and the same is hereby made perpetual; ~~and~~ Fourth, That the dismissal of said defendants to said Complainants bill, be and the same is hereby overruled; and Fifth, That the said C. F. Stamper recover of the said defendants William M. Venable and Minerva Bays, his costs in this suit expended, for which execution may issue,

and this cause is continued.

And it being suggested by the defendants, ~~Wm.~~ M. Venable and Minerva Bays that they are aggrieved by the foregoing decree, and that they desire to appeal therefrom it is ordered that the execution of said decree be suspended for sixty days from this date: provided the said defendants execute bond within twenty days from this date in the penalty of \$300⁰⁰ before the Clerk of the Lee County Circuit Court, conditioning to pay unto said Stamper all damages which may be caused to him by reason of such suspension.

H. A. W. Sleen

Judge of Lee County Circuit Court

To H. B. Munsey

Clerk

C. J. Stamps

vs. } Deem

Wm M. Venable et al

Entered on lch order
Book No 7 Page 5142

C. J. Stauffer Complt

vs.

In Chanc.

H. M. Venable et al Defs

On the calling of this case, the plaintiff by his counsel asked leave to file his amended bill, to which motion the defendants appeared and contested said plaintiff's said motion, and the same was argued by counsel. But the Court on consideration of the matters contained in said amended bill and the ^{both for the plaintiff and defendants} statements of counsel both here by grant said plaintiff leave to file his said amended bill, which is accordingly done; and thereupon the said defendants ^{vs} H. M. Venable and Minerva Bays waived process ~~and~~ said amended bill and by their counsel, C. J. Stauffer & J. C. Kell appeared to said amended bill, ^{and the answer to the original bill shall be filed} and the answer to said amended bill.

And further by consent of both plaintiff and defendants to this case, it is agreed to be submitted to the Judge of this Court in vacation, and any decree or order which he

the answer to the original bill shall be filed

H. J. Stamps

42 } Green

H. M. T. Mableton

Entered on July 13,
No 7 Page 20

Enter this
Nov. 12th 1900
Hawthorn

may make their in vacation
place be as effective and kind.
ing as if made in time.

C. J. Stampfer Campbell

vs.

H. M. Venable et al Defts

and

H. M. Venable Campbell

vs.

C. J. Stampfer Deft

In Chancery

It appearing that the matters involved in the last ~~et~~ styled of said causes are dependent upon the matters involved in the first styled of the above causes, on motion and by consent of all parties said two causes are ordered to be brought on to be heard together. And upon the coming on of said causes to be heard upon the papers formerly filed & read in the last styled cause, the bill of the Campbell in the first styled cause, on motion of the said Venable and Minerva Bays leave was granted them to file their separate answers therein, to each of which answers the said Campbell

replied generally and all
was argued by counsel:
and this cause is con-
tinued to give said parties
opportunity to take their proofs.

E. J. Stauffer

100 } Dec 1901

H. M. Swaback & al

Entered on C. O. B. No. 6.

P. 578.

Enter this
June 8th 1901

H. C. Washburn

The depositions of Elkannah
Childress, H. J. Furgerson, Thomas L.
Fanning, A. J. Davis & W. E. Fletcher
taken by consent of the parties
at the residence of Trigg Co.
Stamper on the 6th day of
August, 1901 to be read in
behalf of the plaintiff in
a certain suit in chancery
now pending in the Circuit
court for Lincoln county, Va.,
wherein S. C. Stamper is
plaintiff and Mrs. M. Tinsley
and Minerva Bays are de-
fendants.

Present E. H. Pennington atty. for
the Plaintiff and
Present J. C. Neal atty. for the
defendants.

Elkannah Childress was
a witness after being duly
sworn deposes as follows:

Ques. 1 Give your name, age
and residence

My name is Elkannah Childress,
am 20 years old, resides in Lee
county, Va. in the Bush Valley, near Walters
creek.

Ques. 2

Are you acquainted with the parties in this suit, if so how long have you known them?

Ans.

Yes, I have known Venable and Stamper for several years. I never knew Mrs Bays until after she came here to live with Drigg.

Ques 3

If you ever heard Mrs. Bays say any thing about, who she bought the land, for that Drigg now lives on State what she said concerning it, and when and where was it, you heard her speak about the matter.

Ans.

Yes. She said to me Ranch. Don't you think Drigg ought to do well here; I have bought this place and give it to him. It got a good house on it and a good barn on it worth a thousand dollars. It was in fodder pulling time last fall was a year ago. We were standing right here in the yard of the plaintiff.

X Examination.

Ques 1

How came Mrs Bays to tell you about it?

Ans.

I don't know; she up and told

me: I was working for Trigg that day.

Ques 2 What brought about the conversation?
ans. I don't know, just now.

Ques 3 What month of the year was it?
ans. I don't know.

Ques 4 Give me your best impression as to what month it was?
ans. In September.

Ques 5 How long had you been working for Trigg when she told you about it?
ans. About two days, I guess.

Ques 6 How long had you been acquainted with Mrs Bays when she told you about it?

ans. Not more than 3 months.

Ques 7 Where did you first meet her?
ans. At Plaintiffs house, when I hired to Trigg. But the first time I ever saw her at Church at Prestons Chapel.

Ques 8 How long was it from the time you saw her at Prestons Chapel until the time you saw her at the land

ans. I guess about a month.

Ques 9

If it was only about a month ^{from} before the time you first saw her at Preston's Chapel, until she told you about the land, how could you have known her about 3 months, at the time you speak of when she told you about the land in Trigg's Slampus Yard?

Objected to because the witness has not stated that he had known Mrs. 3 months before he had the conversation with her.

E. H. Prunington for the Def.

ans.

I am mistaken about the time, since I began thinking it over. It was about 4 mos. from the time I saw her at Preston's Chapel.

Ques 10

If you were so mistaken as to the time may you not also be mistaken as to what she said?

ans.

I am not mistaken as to what she said.

How long had it been from the time

you saw her at Prestons Chapel until you began to work for Trigg?

Ans.

About 4 months

Ques

How long did you work for Trigg in all after you first saw her at Prestons Chapel until she told you about the land?

Ans.

About two days.

Ques 10

When and where was the first time you ever spoke to Mrs Bays, and how long ^{was it} before she told you about the land?

Ans.

I can't tell where it was, unless it was here on the place; nor can I tell how long it was before she spoke to me about the land.

Ques

Had you and Mrs Bays ever talked with each other about any thing, until you began to work for Trigg?

Ans.

No.

Had you and she ever even spoken to each other from the time you first saw her at Prestons Chapel until you began to fodder for Trigg?

Ans.

Not that I remember.

Had you ever seen Mrs Bayo, even,
from the day you first saw her at
Preston's Chapel, until you began
to fodder for Trigg?

Ans.

Not that I remember.

Ques

If you had never talked with Mrs Bayo
or or spoken to her, or even seen her from
the day you first saw her at Preston's
Chapel, until you began to fodder for
Trigg a day or two before you say she
had the talk about the land, how
can you say you had been acquainted
with her about 3 months, when the
conversation took place between you and
her in the plaintiffs yard?

Objected to because the
witness has not stated he
was acquainted with Mrs.
Bayo. It being the rule
that the witness can not
be asked questions upon
the assumption he has said
so and so; the witness can
only be quoted correctly.

Remington for plaintiff.

Ans.

I meant that I had seen her
^{several times}
but had not talked with her.

Ques

Then please tell me when and where you had seen her, after you first saw her at Prestons Chapel until you went to Trigg's to fodder?

Ans.

I saw her on the land in controversy in passing the house several times.

Ques

Did you frequently see her in passing the land in controversy, all along from the time you saw her at Prestons Chapel until you began to work for Trigg?

Ans.

I saw her several times, I expect I saw her as often as every two weeks.

Ques

Who else was present when she had the conversation with you about the land?

Ans.

Trigg

Ques

When was Trigg's wife at that time?

Ans.

He was not married then

Ques

How long was it before Trigg was married that you had the talk with Mrs Bays?

Ans.

I don't know.

Ques

How long had Trigg been living on the land in controversy when you had the conversation with Mrs. Bays?

Ans. I don't know. I don't remember whether it was his first or second trip

Ques You had passed the land in controversy quite frequently had you not before you first saw Mrs Bays at Prestons Chapel?

Ans. I had.

Ques In passing had you not seen Mrs Bays on the place about Briggs house before you saw her at Prestons Chapel?

Ans. No. I think not

Ques You remember of hearing of Mrs Bays coming ^{from Bristol} to live with Trigg before you saw her at Prestons Chapel, do you not?

Ans. Yes.

Ques How long before you saw her at Prestons Chapel the first time, was it that heard about her coming from Bristol to live with Trigg?

Ans. I can't tell, and it has been so long ago, I don't want to give an opinion about it.

Ques Have you got no opinion about the time?

Ans. No.

Ques To whom did you first tell about what Mrs Bays told you about the land?

ans. I don't remember who, unless it was to Mr. Fanner.

To which Mr Fanner did you tell it?

ans. Saw Fanner.

Ques When did you tell Dow Fanner about it?

ans. Shortly after I quit working for Drigg.

How came you to tell Dow about it?

ans. I just told him about it.

Where were you and Dow when you told him about it?

ans. About his house as well as I remember.

Ques Please tell me the whole conversation between Mrs Bays and yourself about the land, using the exact words as nearly as possible which were used by each of you upon that occasion?

ans.

The first was, I had worked about two days, as I remember, we ate dinner and stepped into the yard and I was fixing to go back to work, and she said: "Elkanah, don't you think Trigg ought to do well here, I have bought this place and give it to him: it has a good house, and ^{good} barn ~~and~~ it worth \$1000?" I said "Yes it looks like he ought to do well" This is all that I remember

Witness claim
1 day. 50¢

And further this deponent saith not.

Elkanah ^{his} Childress
mark

wit claim
1 day
50¢ Pl.

Ques. 1

H. J. Ferguson another witness deposes as follows:

Give your name, age, residence and occupation.

I am a farmer, reside on Walnut Creek and am 68 years old.

Ques. 2

Are you acquainted with the parties to this suit?

ans.

I am. I have known Stamper and Venable, all their lives and

Mrs. Bays was a girl.

Ques. 3

Do you know the land in controversy in this suit?

Ans.

I do. I got the money for it, when it was sold to Mrs. Bays.

Ques. 4

Who made ~~the~~ and negotiated the purchase of said land for Mrs. Bays?

Ans

J. M. Stamper.

Ques. 5

Before Horton & wife made the deed to Mrs. Bays for said land, ~~state whether~~ and while he was negotiating the purchase, if he stated for whom it was being bought, tell what he said?

Objected to because the deed is the best evidence as to whom it was bought for, and because the declarations of J. M. Bannet prejudice the rights of either defendants; and because also, it is sought by said question to bolster up the statement of said J. M. Stamper.

J. C. Noel for Defts.

Ans

He said that he was buying the land for Mrs. Bays, but that she intended the land for Trigg if he came and lived with her. There was something said about the deed. Stamper said at the time I wrote the deed that she was intending

the land for Trigg. I says then why not make the deed to Trigg. Stamper said that he thought it best then to have the deed made to her, and that - could make it to whom she pleased and when she pleased. ~~if she wanted to do so, she could make Trigg a deed, that it might - save future trouble.~~

X Examination.

Ques 1

When J. M. Stamper first proposed to buy the land from you for Mrs Bayo, did he say for whom she wanted it?

Ans.

No. It was some time before the trade was closed that he first mentioned it. All the time he said she was to pay for the land, and he was buying for her.

Ques 2

About how long before you closed the trade and had Mr Horton to make the deed to Mrs Bayo, was it - when Stamper first proposed to buy the Preston land, that is the land in controversy?

Ans.

Some time in December or last of Aug. or 1st of Sept, 1896.

Ques 3

Did he ever mention Trigg's name in connection with the trade until

Ques. about the time you wrote the deed?
ans. I think he did mentioned
about him living with her
some time before; but I don't
remember him mentioning
anything about the deed
being made to Frigg till
about the time I wrote it,
or perhaps at the time I ^{did} wrote
the deed.

Ques. Did Stamps say on what terms
Frigg was to have the land?

ans. Nothing more as I under-
stand it, than Frigg was to
come and live with her, or
she with him, I don't know
which he said now.

Ques. At the time you sold the land, did
you have any of said land leased out,
and if so to whom, and for how long?

Yes. Yes to Sufayeth Hammetta,
some 6 or 7 acres for 3 or 4
years, and I think he had had
it one year when I sold the
land.

Ques. The summer after you sold the land
in controversy, did you graze any of said
land? and if so whom did you pay for the use

thereof?

Ans.

I made the trade with
Prigg to graze, and did
graze some colts, which
amounted to \$12⁰⁰ which
was credited on the note
Mrs. Bays owed me on the
purchase price of the land.
I made the arrangements
with Prigg before Mrs. Bays
came on the land in August.

Ques

The only information you had that
the land was for Prigg came through
J. M. Stamps did it not?

Ans.

Yes.

Recd - by prigg.

Ques. 1

at time the \$12⁰⁰ for colts
pasture was settled on the note
Mrs. Bays owed. you were
pressing for payment were
you not, and did you not
then have pending a suit to
sell the land now in contro-
versy ~~to~~ in order to get your
money?

Ans.

Yes.

Re X Examined

Ques

When you brought suit to sell the land, did you make Trigg Stamper a party to your bill?

Objected to because immaterial and because the record in the cause is the best evidence as to who were made parties thereto.

Pursuing the Plaintiff

ans

No, I don't think I did.

Ques

Did Trigg Stamper file any petition in said suit setting up a claim to the land?

ans

Not that I heard of. And further this defendant saith not.

A. J. Ferguson
Reintroduced Exhibits
behind dress by the defendants
for further X Ex.

Ques

At the time you say Mrs Bays told you that she had given ~~you~~ Trigg the land, did she not say that she was going to will him the land or had willed it to him?

ans.

No. She said she had given it to him.

Ques. Did you not say at Dow Fanning's
stack yard one day last week in
the presence of W. D. Hicham, that
Mrs Bays told you that she had
willed Trig & the land? or that she
was going to will it to him? or words
to that effect?

Ans.

No.

And further this deponent
saith not.

Elkanah ^{his} Childress

Thomas L. Fanning another
witness deposes as follows:

Ques. 1

How old are you?

Ans

I am about 74, was born in 1827

Ques. 2

Where do you live?

I live on Waller's Creek. Have lived
there for forty years.

Ques. 3.

Do you know the parties to
this suit?

Ans

Yes. Have known Venable and Blomquist
all their lives, and Mrs Bays ever since
I have lived in the County.

Ques 4.

Did you ever hear Mrs. Bays
say anything about The Donor-
ship of the land in controversy?
If so, what was it she said?

Ans

I happened down here on the land ~~just after~~ ^{about} the time she moved from Bristol down here. She said she had bought the prettiest place on the creek any where about ^{to live,} here. I bought it for Trigg and intend for him to have it and live with him. This is all she said that I remember of.

X Ex.

Ques

She didn't say what Trigg was to do for her before she would make him a deed for it did she?

Ans.

No. No deed was named.

And further this defendant with

witness time
1 day X 50⁴

Inform of

A. J. Davis, another witness deposes as follows:

Ques 1

Give your age, residence and occupation?

Ans

I am 28 years old, live on Wallens Creek in Lee County, and am a farmer.

Ques. 2

Are you acquainted with the parties to this suit?

Ans

Yes. I have been raised with Will and Trigg. I saw Mrs Bays several years ago around about ^{J. M.} Mr Stampers and Mr Venable's. I was not personally acquainted with her.

Ques. 3

Did you ever hear Mrs. Boys say any thing about the land in controversy, who she had bought it for, and so on? Will she say about it if any thing and where and when?

A,
Ans

She said here one day while I was working for Trigg, that she had give the land to Trigg. I think it was the second year that they had lived on the place. She said he was to "entain" her her life time for it.

X Examination

Ques. 1

To whom did she tell what you say she said?

Ans.

To me.

Ques 2

How came she to tell you about it?

Ans.

She just up and began talking about the place.

Ques 3

What were you doing at the time she told you about it?

Ans.

We were sitting there in the house at 12 o'clock. I had been cutting wheat for Trigg that day.

Ques 4

Who else was present at the time?

Ans.

No one.

Ques 5

What had you and Mrs Bayo been talking about before she said what you say she said, about the land?

ans.

Nothing

Ques 6

What did you talk about after she said what you say she did, about the land?

ans.

Nothing

Ques 7

All then that was said between you then at that, was what she told you about land, was it?

ans.

Yes

Ques 8

Please repeat what all that she said using her own words as nearly as possible?

ans.

She just raised and said she had bought this place and she had given it to Trigg, and asked me if I did not think Trigg ought to do well on the place, I told her I thought he ought to; that is every word that was said.

Reason

Ques.

In this same conversation did she say any thing about living with Trigg if so what?

Ans

She didn't say any thing about living with Trigg.

Ques

Did she say any thing about Trigg maintaining her for life for the land; if so what.

Objected to because the witness has already answered in his examination in chief that Trigg was to "entain" her her life time.

J. C. Noel for Deft:

Ans

Yes. She said she had bought the place and give it Trigg to "entain" her.

Re X. Ex.

Ques

~~You said in answer to my question that all she said on that occasion was,~~

Ques

In answer to question no 8 of your Cross examination ^{you said} That she just raised up and said she had bought this ~~land~~ place and she had given it to ^{Trigg} and asked me if I did not think Trigg ought to do well on the place. I told her I thought he ought to; that is every word that was said, now if she said any more than this, begin and tell every word she did say and the

ans. connection in which she said it?
 She did not tell any
 more than that?

Re x Re ex -

ques. Did she say ~~the~~ or not say
 Trigg was to ^{maintain} ~~support~~ her
 for life for the land? if so
 why do you tell Mr. Neal
 in ^{his} questions all she said
 was that she had bought
 the land for Trigg and asked
 you & if you did not think
 Trigg ought to do well, and
 then tell me that she al-
 so said Trigg was to "main-
 tain her for life for the land."

Ans. She did say he was to "entain" her
 her life time. I did not understand Mr.
 Neal's question, is the reason I answered
 him as I did.

Re x Examined 3rd time.

ques. As you did not understand my
 question before, I will ask you to
 repeat to me every word she said, and
 the connection in which she said it,
 leaving out nothing?

ans. We were sitting here and
 she raised up and said she
 had bought this place and

giving to Trigg to "entain"
her for her life time. That
is all she said.

And further this deponent
saith not.

A. J. ^{his} Davis
J. ^{mark}

H. E. Fletcher another witness
deposes as follows:

Ques. 1 What is your age, residence
and occupation.

I am 43 years old, reside on Waller's
Creek and am a farmer, merchant
and lumberman.

Ques. 2 Do you know the parties to this
suit?

I do. I have known Mrs Bays all
my life, and the other parties all
their lives.

Ques 3 Did you ever hear Mrs.
Bays say any thing about
selling out this land in con-
troversy, and reinvesting and so
on. Tell all she said?

Ans
I was going up the road passing
the house where she and Trigg were
living, she came out to the yard
fence, she and I talked a good while.

I don't remember all she said. But she described the land in controversy to me and said she was going to sell it, and buy a place for Trigg and Mary up about Bristol, and take them with her where they could all be together, and company for one another.

I told her I thought it was the best thing she could do, to take them up there where they would be company for her. This was not very long only a little while before she left Trigg and went to W.M. Venable's. I think it was in the fall of 1899.

And further deponent saith not.

W. E. Fletcher

We agree that the foregoing depositions may be read as evidence without the usual certificate. This August 6/1901.

E. W. Huntington atty for Pltff.

J. C. Noel

" " Defs.

No claim

J. C. Stump

Olffs Dep

vs depositions

Elkanah Childers

W. M. Venable et al

H. T. Ferguson

Thos. L. Farnum

A. J. Davis

W. E. Fletcher

Filed by agreement
of the attys this the
8th day of Oct 1901

A. J. Munsey Clerk

B. 2

costs
Sheriff
Witnesses

1.50
2.50
\$ 3.50

The depositions of James
Tompkins, W. E. Fletcher and James
E. Gilmanwater, E. A. Robinson, H. M. Sage,
~~J. H. Hall and J. H. Hannon~~
taken at the law office of E. W.
Dunnington by agreement on the
26th day of Sept., 1901, to be
read as evidence in behalf of
C. J. Stamper in a certain
suit in equity now pending
in the Circuit Court for Lee
County, Va., wherein the said
Stamper is plaintiff and H. M.
Tenable and Minerva Bays are
defendants:

Present E. W. Dunnington for plaintiff
" J. C. Noel for defendants:

James Tompkins a witness
after being duly sworn depos-
es as follows.

Ques. 1 Give your name, age, resi-
dence & occupation.

Ans. My name is James Tompkins, am 42 or
43 years, I guess will be 42 years old in
Oct; and am a farmer.

Ques. Do you know C. J. Stamper
H. M. Tenable and Minerva Bays?

If so, about how long have you known them?

Ans I do. Have known them pretty near four years.

Ques. 3 How near do you live to said C. J. Stamper and how long have you so lived?

Ans Two or three hundred yards, and have lived there pretty near 3 years.

Ques. 4 Who was living with said C. J. Stamper when you first went to where you now live?

Ans I recd Mrs Bayo was living there. I think she was.

Ques. 5 Do you remember when C. J. Stamper married? If so, about how long had you been living where you do now, when he married?

Yes. I had been living there about 12 months before he married.

Ques. 6 Before said C. J. Stamper was married, did he ever leave home and stay away all night? If so, what

would he do before going
away if any thing, in the
way of preparing was, fuel
or 2

Ans I don't know whether he did before
he was married or not; He would go away
some sometimes, one night I remember
when he was gone, he got some of of
my folks to go and stay with Mrs
Bays, and I went and milked and
fed for him. One of Mr Chafersons
giddes was then, I think her name was
Ellie. She is now dead.

He always got me to go a chop
her wood and make her fires. I did
several times, I don't know how
many. When he requested me to go
I went and did as he requested
me to do.

Ques. 7 While Mrs. Bays lived
with Mr. Stamper, did you
ever know of him at any
time leaving her without
fires, & ward & some one to
stay with her at night? If
so, how often do you remember?

Objected to, because negative testimony
and does not disprove or tend to disprove
the defendants position. If the witness

knows whether the plaintiff did not
leave her, it would be just as
easy to ask him a question to that effect.

J. C. Noel for Defts.

Ans

~~that~~ I never knew of him leaving
her without fire, or some one to stay
with her.

Ques. 8

If Mr. Stampen had have
left her without wood, and
firs, or arrangements for such
and some one to have stayed
with her at night, coming
to the places you lived to
them, do you ^{not} think you ~~not~~
would have known of it?

Objected to because in effect it
asks the witness to draw an
inference or conclusion.

J. C. Noel for Defts.

Ans

It looks like I would, living
there right close to them.

Ques. 9

Was any other person living
as close to them as you, if
so who?

Ans

There was not.

Ques. 10

Was Mrs. Bays friendly
with you while she lived
with Mr. Stampen?

Ans Yes. If she was mad at us & don't know of it.

Ques. 11 Do you know who took Mrs. Bays to the railroad when she went to Bristol in the Spring 1899? If so who?

Ans Trigg is the man who took her.

Ques. 12 Did you ever help Mr. Stamper kill hogs, if so, when was it?

Objected to because immaterial.

J. C. Noel for deft.

Ans I helped him kill hogs once or twice I believe.

Ques. 13 At any time you may have helped Mr. Stamper kill hogs, state what, if any thing Mrs. Bays, did with reference to selecting one?

Ans One time I 'helped' him kill hogs, she took one, Trigg gave it to her. I said another hog was the fattest - and she then took it, that is the fat one.

I don't remember when it was: it was before she went to Venable's the last time.

Ques. 14 How long before was this, that she went to Venable's?

Ans I think it was the same fallah
went to Mr. Venables. that she selected
the boy & speak of.

Ans. 15 Do you know H. S. Hickman?

Yes.

Ans. 16 State whether you ever heard
said Hickman and C. V. Stamper
talking in reference to Mrs. Bays
being crazy, if so, state just
what was said between them,
and where and where was it
you heard them talking?

Objected to because immaterial,
Mrs Bays sanity not-being in issue,
and any thing said Hickman and
Stamper may have said concerning
it, can not affect the rights of deft.
nor can ~~it~~ any answer to said question
be used to contradict said Hickman
the proper ^{foundations} ~~grounds~~ not-having been
laid for such contradiction.

J. C. Noel for deft.

Ans W. S. Hickman come down to Triggs house.
Trigg and his wife was down then
at my house, and Hickman halloed
for Trigg. We went down to Trigg's
house. Hickman said that Mrs Bays
was crazy, and they all thought if

Trigg would come up and give up
the land to her and not sue her
that she would get all right
that they thought they would have
to send her off in a few days
if he did not do it. He said all she
was talking about, was that she
was looking for the sheriff to come
in on her. She was living at
Venables at this time. This was
just a little while before Mrs Bayo
made Venable a deed for the land
in controversy, or at least I had
not heard of her making the deed
to Venable until after this. He
said Mrs Bayo wanted to give him
the farm down there, and his wife
her property at Bristol. I mean ~~to~~
by the "farm down there" the farm
where Trigg lives. Hicken said
he was passing by Venables house
and Mrs Bayo called him in and
told him about it.

Ques. 17

Was this conversation before or
after the sale at Emmet Sages?

Ans

I don't remember any thing about
the sale at Emmet Sages.

X Examination.

Ques 1

Where did you live before moving to

the place ~~or~~ where you now live?

Ans.

I lived on J. M. Stampers land, and less than 12 mos. I made a trap on J. M. Stampers land, then moved where I ~~to~~ now live.

Ques 2

Where did you live before you moved onto J. M. Stampers land, and how long did you live there?

Ans.

Before going on J. M. Stampers land, I lived on Blackwater. I lived on Blackwater something like ten years before I came to Hallus Creek.

Ques 3

Is the J. M. Stamper you speak of, the father of the plaintiff C. P. Stamper?

Ans.

Yes, I reckon he is.

Ques 4

On whose land did ^{you} live, while you were residing on Blackwater?

Ans.

On Maj. A. J. Simington's, three years and ~~the~~ ^{Mr.} Andersons one year; on Sam Robbitts place three years, and Elkanah M. Pherson's land, and on Blake Roberts place a year or two - Mr. Roberts was my father-in-law.

Ques 5 On whose land do you now live?
ans. Elkannah Glauways.

Ques 6 Do the land on which you now live, known as the ~~Robert~~^{Harvey} Norton place?
ans. Yes.

Ques 7 Were you living on the Harvey Norton place when said Norton died?
and if so how long had you been living there at the time of his death?
ans. I was living there when Mr.

Norton ^{died}; I moved on the land in the winter before he died; and I think he died in the next August following.

Ques 8 Did you move on the said Norton place in the early or late part of the winter?

Ans. It was in the early part of the winter; I think before Christmas.

Ques 9 Are you now living in the same house, that you have lived in ever since you moved on the Harvey Norton place?

ans. I first moved where I now live; and made a crop, & I then went in the ^{fall} ~~summer~~ Mr. Norton died to the house where he lived in and the fall ^{next year} ~~summer~~ moved back

to where I now live. I reckon I lived in the Horton house a little over a year.

Ques 10

Were you living at the Horton house or where you now live, when you went - a - f and milked and fed for Trigg, as you say you did in your answer to question 6. of your examination in chief?

Ans.

I was at that time living where I do now.

Ques 11

At that time was there any one living in the Horton house?

Ans.

Yes. Mr. Harvey Horton.

Ques 12

Is not the Horton house as close if not - ~~not~~ - a little closer to where Trigg lived as the house in which you live?

Ans.

The Horton house is closer, by half at least.

Ques 13

Then why did you say in answer to Question 9 of your examination in chief, that in which you were asked the question "Was any one other person living as close to them as you, if so who?" that there was not?

Ans.

Because I forgot about Horton; and a part of the time I was living closer than any other.

Ques 14 Was Mrs Bayo living with
Prigg on the land in controversy
while you lived in the house
in which Harvey Horton died?

Ans. I don't remember.

Ques 15 How many nights did Prigg stay
away from home before he married
while you were living on the Horton
land?

Ans. I don't know.

Ques 16 Do you know as a matter of fact
whether he stayed away one or a
dozen nights, while you were living
on said ^{Horton} land?

Ans. I know he was away some,
but I do not know how many
nights.

Ques 17 Can you state as a matter of fact
that he did not stay away several
nights that you knew nothing
about?

Ans. I suppose he could have been
away at nights without me
knowing anything about it;
he could have gotten up and gone
away at night without me
knowing it, and come back in
the morning without me seeing
him.

Ques 18

Were you down at the house where Trigg Stamper lived, every evening and morning while you were living on said Harvey Horton land, and before Trigg was married, so that you could always know the nights he was away, ~~except the~~ unless the nights of which you speak when you say he might have got up at night without you knowing it and come back ^{the morning} without you seeing him?

Ans.

No. I was there every night and morning when Trigg would call me to do any thing

Ques 19

Do you know of your own knowledge that Mrs Bays always had plenty of wood & fire when Trigg would be away at night?

Ans.

I did. For I always went and fired it for her. unless he was gone some time when I knew nothing about it.

Ques 20

How many times can you remember of going there and firing wood and fires for Mrs Bays when Trigg would be gone?

Ans.

I remember three or four times.

Ques 21 Now long had did Mrs Bays live with Trigg on the place in controversy, after you moved on the Horton land, before she went-back to Bristol?

ans: I think she lived with him ~~the first~~ time in the Spring after I went to the Horton place

Ques 22 Did not Mrs Bays herself get you at one time to haul or prepare her some wood?

ans. If she did, I don't remember it. For all the wood cutting and hauling that I remember, Trigg paid me. I don't recollect Mrs. Bays paying me any thing for getting wood.

Ques 23 How many hogs did you help Trigg kill, at the time you say Mrs Bays took one of them?

ans. I do not remember but two. I think, two was all we killed that-day.

Ques 24 At the time you helped kill the two hogs you speak of, did you then live at the house you now live in, or was it while you lived in the Harvey Horton house?

ans. I think I then lived
at the Varney Horton place.

Dec 25 Now came Trigg to give one of
the hogs to Mrs. Bays?

ans. I do not know; but I
think she was talking of going
back up to Bristol. But
she did not go; she went
to Mr. Venable. ~~She was~~

Dec 26 How much do you think the
hog which Mrs Bays got, would have
weighed, and how did it compare
in size with the other one kept by Trigg?

Dec. 27 I suppose it would have
weighed 150 lbs., and was
a little smaller ^{than} the one Trigg
got, but it was the fattest.
There was not much difference
as to their value. The hog she
selected, was salted away up
stairs by her in a trough, sep-
arate from the hog Trigg kept;
but what became of the meat
of this hog, I do not know, ex-
cept from what I ^{have} heard.

Dec 28 At the time you say W-S.
Hickman was telling Miss Stamper
that Mrs Bays was crazy, at what hour

were you then living, and at what season of the year was it?

Ans.

I was then living at the Harvey Norton house; it was cold weather; I suppose in the winter or Spring.

Ques 29

In what year did you move away from the Harvey Norton house, if you remember?

Ans.

In the latter part of the fall of 1900.

Ques 30

Was Will Venable or Mrs Buys either present at the time Hickam should have told Drigg about Mrs Buys being crazy?

Ans.

No. Neither of them were present.

And further this defendant saith not.

witness
Olinas Day
504

James ^{his} ~~x~~ Tompkins
mark

I, E. Fletcher another witness of lawful age after being duly sworn deposes as follows:

Ques. 1

Are you acquainted with H. S. Hickam?

Ans.

Yes.

Ques 2 Do you remember Mrs. Minerva Bays in the fall of 1899, leaving S. C. Stampers and going to Mrs. M. Venables to live?

Ans Yes.

Ques. 3 Soon after Mrs. Bays left S. C. Stampers and she going to Mrs. M. Venables to live, on Wallens Creek in this County in a conversation with W. S. Hickam, did he not tell you that if he could get S. C. Stampers out of the land in controversy and a certain thing to work, he was to get a part of the land in controversy that adjoined him, or words to that effect.

The foregoing ~~question~~ ^{question} and any answer thereto is objected to because immaterial, and because asked for the purpose of contradicting said W. S. Hickam, which cannot be done as the question when asked said Hickam was no part of his examination, ~~but as the~~ ^{and}

Hickam was then the witness of the plaintiff in so far as the question propounded to him was concerned, about a conversation he might have had with said Fletcher.

J. C. Noel for Deft:

Ans That is the substance of it. He also asked me how I thought it would suit him. I told him I thought it would suit him very well, as it was lying right there at him.

X Examination.

Ques 1 Where did the conversation of which you have spoken, take place?

Ans. I can't just tell the exact point; but somewhere near my home on Wallens Creek.

Ques 2 Please detail as nearly as you can the exact conversation, using Hickam's own language?

Ques. I don't say I ^{give his} can exact words; but to the effect if Mr M. Venable got the land, he, Hickam, was to get a part of it; that he, favored Venable in the matter. I think this is the substance of what ^{Hickam} ~~Hickam~~ said to me

Ques 3 Give the time as nearly as you
can when said conversation took place.
Ans - It was a short time before
I had heard of the deed being
made by Mrs. Bays to the
land in controversy to Wm. M. Ven-
able.

And further this defendant
saith not.

Wm. E. Fletcher

James E. Gillenwaters another
witness after being duly sworn
deposes as follows:

Ques 1 Give your name, age,
residence & occupation?

Ans Jas. E. Gillenwaters, am 52 years old
live on Wallens Creek Du County Va,
and am a farmer.

Ques. 2 Do you know H. S. Hickam?

Ans. Yes.

Ques. 3 Some time in the fall of
1899 at or near your house on
Wallens Creek in this County did
you have a conversation with
said Hickam in which he said
if Venable could get Trigg Stearns

1
P
ser off of the land in question-
ay, he ^{Stickam} had a damned good
thing in it, or was do to that
effect.

Objected to because immaterial,
and because its purpose is to contradict
said Hickam on a question propounded
by plaintiff on a matter that did not
pertain to ~~his~~ said Hickam's testimony
in chief, and to the said Hickam who
so far as his answer to said question
the plaintiff's witness.

J. C. Noel for defts.

Ans Yes sir.

Ques. 4 Do you remember Emmet
Sag's sale?

Ans Yes.

Ques. 5 On or about the day of
said Sag's sale, did not
W. S. Stickam at your house
on Wallens Creek in this county,
and tell you that Minerva
Bays was crazy, that he
knew she was crazy, because
she had offered to give and
send all she had to said Stick-
am and his wife, or words to
that effect?

Objected to for reasons stated above
J. C. Noel for Deft.

Ans He had such to ~~the~~ in the winter before the deed was made, but I don't remember ^{to} Emmet Sages only.

The above answer is ^{also} objected to because it does not conform in time to the question asked W. S. Hickman about said statement.

quest. J. C. Noel for Deft.
at your house a short time before the deed of Mrs. Bays was made to Mr. Venable did not said W. S. Hickman tell you that ~~you~~ M. Venable was fixing for Trigg Stampen; that Mrs. Bays was preparing to deed all she had to Mr. Venable, so if Trigg should see her, she would not have ~~not~~ ~~had~~ any thing for him to get any thing ~~of~~ out of, or words to that effect?

~~The~~ so Objected to for the reasons stated to the two preceding questions.

J. C. Noel for Deft.
Ans I think that is about the substance

Ques 7 of what - he said.
 Ques 7 Do you know Mr. M. Venable
 tell me of the defendants to
 this suit?

Ans Yes.
 Ques 8 At one time in the
 Spring 1900, in coming from
 Jonesville with said Venable,
 please state if you had any
 conversation with said Venable
 with reference to the deed he
 claimed to have to the land
 in controversy. Tell what
 occurred.

Ans Me and Mr Venable and some one
 else was coming home from court.
 I don't remember who it was, and a
 conversation came up about Risq
 Stamper going to sue for the
 land. Mr. Venable said it would
 do him no good to sue that, he
 Venable had a deed for the land
 and for her property in Bristol
 and had it recorded.

X Examination.

Ques 1 Please give fully and in detail
 the conversation which you say took
 place between you and W. D. Hickman
 at or near your house in the fall of

1899, using said Hickams own language as ~~much~~^{nearly} as possible?

Ans.

I can not give his exact language. It was in the fall or winter of that year; and he said he was helping Venable to get Stamper off of the land, and if he did, he would get a damned good thing out of it, or something to that effect; he talked to me several times about it. This is about all I recollect.

Ques 2

Detail in full the conversation you say said Hickam had with you at your house ~~in~~^{at that time} ~~the winter~~ before the deed was made to you Venable, using said Hickams own words as much as possible, in which you say he said Venable was fixing Dugy Stamper etc.?

~~Ans.~~

~~Objected to the depositions~~
~~the witnesses~~, attention is not called sufficiently to the matter so that he may know to what is intended to refer by the question.

E. W. Pennington J. W.

Ans.

He said Mrs. Bays was fixing to deed her lands to Mr. Venable, and if Venable could get Trigg off the land, he would have a damned good thing in it.

Re direct Ex.

Ques. 1

State whether in any conversation with you by Mr. Hickam, if he at any time said, if Trigg Stumper saw Mrs. Bays, she would not have any thing for him to get any thing out of, on account of Mrs. Bays going to deed what she had to Venable.

Ans

Ques. 2

Yes sir he said that. When and where did he say this, if you remember?

Ans

That was at my house in the same conversation sometime in the winter before the deed was made.

Re. X. Examination

Ques. 1

Detail in full, leaving out nothing the conversation had at your house some time in the winter before the deed was made, with said Hickam, in

which said Hickman said if Trigg
Stamper sued Mrs Bays, she would
not have any thing for him to get
any thing out of, etc? using said
Hickman's own words as nearly as
possible?

ans.

I don't think I can. But he
said in effect, that she was
going to lose all she had away,
and if Trigg sued her, she
would not have any to
get any thing out of. I don't
remember of any thing else
right now, I believe.

No. claim

And further this deponent
saith not.

J. E. Cillern
The further taking of these
depositions are postponed
and continued to the same
place on October 4th
1901

E. W. Pennington, atty for deft.

J. C. Koch

Deft's

Met pursuant to ad
Journment at the law office
of E. W. Pennington on Oct 4th

1901.

Present E. H. Cunningham atty. for plff.

" J. C. Nash " " Defts.

E. A. Robinett a witness
of lawful age after being duly
sworn deposes as follows:

Ques. 1 Give your name, age, res-
idence & occupation

Ans. My name is E. A. Robinett,
I am 40 years old, reside in
Lin county on Blackwater
creek and am a farmer.

Ques. 2 Were any official on
Feb. 1st 1897, if so what.

Ans. I was a Justice of the Peace
for Lin County Va.

Ques. 2 As such Justice do you
remember of taking the ac-
knowledgment of a deed
of Harvey N. Shortan & wife
to Mrs. Minerva Bay, if
so to what land if you remember,
but was the deed.

Ans

I do. It was a deed for the land
in controversy.

Ques. 4

Who was present when you took the acknowledgment of the said?

Ans

Trigg Stamper and his father J. M. Stamper, Norton & wife and myself.

Ques. 5

If said J. M. Stamper made any statement on the occasion said deed was being made and acknowledged, as ~~to~~^{for} whom said land was being purchased ~~for~~, tell what he said, ~~and why~~

The foregoing question and any answer thereto is objected to because immaterial, and irrelevant: and not being said in Mrs Bay's presence and can in no way affect the rights of the defendants.

J. G. Noel atty for Deft's.

Ans

He said he was buying the land for Trigg Stamper. But the deed was being made to her (Mrs Bay).

I asked why then the deed was being made to Mrs Bay. He said that it was being done to keep things quiet with the heirs. This is all that I now remember ~~that~~ was said.

Ques. 6

In your answer to the ^{next} ^{preceding} question, you ^{said you} told about all you remembered of Mr. J. M. Stamper saying on the occasion referred to:

Now to refresh your memory, I did not Mr. J. M. Stamper assign another reason why the deed was not ~~being~~ made to Trigg, ^{and that} was because that he J. M. Stamper was a brother-in-law to Mrs. Bays and Trigg a nephew, and if the deed was made directly to Trigg instead of to her, Mrs. Bays' other relatives might accuse him of trying to take some advantage of her, that he would have Horton's wife to make the deed to her, and that she afterwards would make the deed to Trigg, or words of that import.

The foregoing question and any answer thereto is objected to because not made in the presence of Mrs. Bays, and therefore hearsay, immaterial, and self-serving.

J. C. Noel atty for Deft.

Ans. 7 He had a talk about-as that states.
When was this said by Mr.
J. M. Stampel?

Ans. At the time I took the acknowledgment to the deed.

Ans. 8. So you know ^{Mr.} M. Venable, one of the defendants in this suit, if so how long have you known him.

Yes. I have been acquainted with him fifteen or twenty years, I guess.

Ans. 9 If at any time after you took said Horton wife's acknowledgment to said deed, you ever had any conversation about for whom said land had been bought by Mrs. Bays, tell what was said between you, as near as you can, and when & where it was as near as you remember?

Ans. Not very long after I had taken the acknowledgment to the deed, I met up with him somewhere, may be at Jonesville. He asked me about the deed. I told him I had taken an acknowledgment to the deed from

Horton to Mrs Bays, but - that - Mr. J. M. Stamper said the land was bought - for Trigg. Probably he asked me, I don't remember the words, if it had been bought with her money! that it was wrong and he was going to see after it. Or words to that amount. It strikes me that he said she was ^{not} capable of doing business and that it would not stand. That what she did was no account.

This conversation may have been within six months after I took the acknowledgment, and was I am satisfied within a year afterwards at any rate.

X. Examination

Ques 1

Please state as definitely as possible the place where the conversation which you have just detailed occurred between you and Mr. W. M. Venable?

ans.

I am not certain where the conversation occurred, but my best impression that it took place in Jonesville, Va.

Ques 2

Did you ever have more than the one conversation with W. M. Venable about the deed from Horton to Mrs Bays

at Jonesville or any where else?

ans. I do not remember, that I ever did hear but the one conversation.

Ans Did not that conversation occur at Jonesville at the May or June term of the County Court 1900?

ans. I think not.

Ans Did it not occur in ^{the year} 1900?

ans. I think not.

Ans In what year did it occur then?

ans. The best I remember it occurred in the same year the act was acknowledged, that is in 1897.

In what part of the year 1897, did it occur, and who was present at the time?

ans. I can not state the season of the year, nor do I remember that any one was present at the time.

How do you remember that it was in the year 1897, if you do not remember the season of the year?

ans. Because it was not long after I took the acknowledgment.

of the deed; it strikes me that it was shortly afterwards.

Ques

If you had not have seen a copy of said deed this morning could you have told definitely in what year you took said acknowledgment?

Ans.

witness
chain 1 day
50¢
40 miles 40¢
90¢

No, I do not think I could

And further this defendant says not.

E. A. Roberts

H. M. Sage, another witness after being duly sworn deposes as follows:

Ques. 1

Are you acquainted with Winona Baya, Wm. M. Thacker and Fritz C. Stumper? If so how long have you known them?

Ans

Yes. I have known them pretty much ever since I can remember. I am 43 years old.

Ques. 2

Do you know the land in controversy in this suit?

I have been over it many times.

I know where it is.

Ques. 3

Do you remember of Fritz

Stamper and Mrs. Bays living together on the land in controversy?

Ans
Ques. 4

Yes.
State whether you ever tried to lease a part of the land in controversy? If you did, from whom did you try to lease the same, and about when was it, and who was present, and what was said about the matter by Mrs. Bays, if she was present and said anything?

Ans

I was talking to Trigg about leasing ~~it~~ a part of it. Mrs Bays came out to the fence where we were talking, and said they say Trigg has got some good land up there and you had better lease some of it from him. There was no one else present except - Mrs Bays myself and Trigg. This was in the spring of 1899, as best I recollect.

Ques. 5

Where were you living at the time this conversation occurred, and on whose land?

Ans

I was living on the north side of Powell's Mountain on Wallens Creek on the land of Wm. Venable.

Ques. 6

About the time you was talking of leasing a part of said land from Trigg Stanger, if W. M. Venable ever said any thing to you about it, tell as near as you can, what he said?

Ans

He asked me a time or two if I had leased from Trigg, is about all that I remember.

Ques. 7

If in any conversation with you about you leasing a part of said land from Trigg, he gave you any advice about it, tell what he (Venable) said?

Ans

I don't know that he gave me any advice at the time. Some time after he told me ~~I had better~~ that it might not turn out ^{not} to be Trigg's land. I replied that if I could get writings from both of them (Trigg and W. M. Venable) that I reckon that they could not dispossess me.

Ques. 8

State whether this conversation last spoken of by you, with Mr. Venable was before or after you heard that Mrs. Bays had made Mr. Venable a deed to the

land in controversy?

Ans

The best that I recollect - it was just a short while before I heard of it.

Ques. 9

Were you living on Mr. Venables land when this last conversation took place, or where?

Ans

Yes. I was living on his land.

Ques. 10

Where were you living when you heard about Mrs. Bays speaking Venable a deed to the said land?

Ans

I was still living on his Venables land. I moved away in a few days, after I heard of the deed.

Ques. 11.

Do you know Thos S. Hickman? if so how long have you known him?

Ans

Yes. I have known him ever since I can remember any body.

Ques. 12

If said Hickman ever had a conversation with you about buying, or having given to him the land in dispute, tell what he said, and where and where was it you heard him talk?

Objected because immaterial unless said in the presence of Wm. Venables or Mrs. Bays, except for the purpose of

Contradicting said Hickam, and the proper foundation has not been laid for such contradiction.

J. C. Noel stty for Defto.

ms

Nothing more than this. After the talk got out about her being crazy. I asked Bill Hickam one day about her being crazy. He said yes. she is as crazy as Thell, she wanted to deed me and Lou the place down here, and Will Venable and his wife her Bristol property. I mean by the place down there the land in controversy. He did not say that he had any interest in it. He said "golly. I would like to have it; it puts me down there". This was just a few days before I understood the deed was made to Venable.

There was no body present at the time except Hickam and myself that I remember of at the present.

Ques. 13

About the time ~~you~~ or soon after you had said conversation with said Hickam, state if you saw J. J. Fannon any where, if so, where was it?

Objected to because immaterial.

J. C. Noel, stty for Defto.

Ans

A few days afterwards I met T. J. Fannan in about 150 yds of Wm. Venables house, going in the direction of Venables, but I did not see any one as I passed Venables house. Fannan said he was going to see about some grass seed.

Ques.

The foregoing answer is objected to far as it mentions the conversation between himself and said Fannan as to where said Fannan was going, because immaterial and hearsay.

J. C. Noel City of Df. 10.

Ques 14

Has the conversation ever had with said Hickman before or after the conversations you had with said Venables?

Ans

The conversations that I had with Venables was before the one I had with Hickman. It might have been some five, six or seven months before. The best I recollect.

Ques. 15

Where was Mrs. Bays living and making her home, at the time you had the conversations with which you have spoken about with said Venables

Ans.

She was living at that time with Briggs on the land in controversy.

X Examination.

Ques 1

How long was it from the time you had the first conversation with Venable when you say he asked you if you had ^{leased} ~~rented~~ from Trigg, until the time of the conversation in which say that Venable told you that it might turn out not to be Trigg's land?

Ans.

As well as I remember between six or seven months.

Ques 2

How long was it from the time that the conversation took place in which Venable told you that it might turn out not to be Trigg's land, until the time of the conversation which you have detailed as taking place between you and W. S. Hickam?

Ans.

I guess some 2 or 3 months. I would not undertake to state definitely the time. But this my best recollection.

Ques

How long was it from the time Venable asked you if you had leased from Trigg, until you had the conversation with Hickam?

Ans. I guess about 7 or 8 months.

Ques At what season of the year was it that you tried to lease from Trigg; and at what season of the year did you move away from said Venables land?

Ans. It was in the Spring season of the year before my time was out on my lease I had from Venables that I talked of leasing from Trigg; and I moved off of Venables land in the Spring season.

Ques Was Trigg married at the time you tried to lease from him?

Ans. He was.

Ques How long had he been married?

Ans. I don't know exactly; but I don't think he had been married but a short time when I tried to lease from him.

Ques Was it before or after the time you gave Trigg some fodder for his stock, that you tried to lease from him, if you did give him any fodder?

Ans. I never gave him any fodder that I remember about. I heard

of some joking about giving him some fodder; but, I think if I have not forgotten, I tried to ease from him before I heard of the fodder matter.

Ques

What was the condition of Trigg's stock at the time you were joking as you say about the fodder?

Objected to because immaterial, impertinent and irrelevant.

Ans.

E. W. Huntington for pliff. I reckon, he had run out feed and could not feed them; his stock was tolerably thin, especially one old mare that was thin.

Ques

Where was Mrs Bays living at the time the fodder question came up when as you say Trigg's stock was "tolerably thin"?

Ans.

I do not remember.

Ques

At the time you speak of Trigg's stock being "tolerably thin", is it not a fact that his stock was poorer than that of most any body else in that section of the Country, and was it not a fact that at that time Trigg was very hard up for both feed and money?

Objected to because ^{not} material
and irrelevant.

Summington for Pitts

Ans. This horse, the old mare I
spoke about, was thinner than
any other than I noticed in that
neighborhood. I was not about
him a great deal; I do not
know & what money he had
if any or much.

Ques Did he not also have a sorrel
filly that got so poor that it had
to be helped up?

Objected to because immaterial
& irrelevant

Ans. I do not know.

Ques Was it before or after Mrs Bays
went back to Bristol the first time
that you had the conversation with
her about leasing part of the
land in controversy?

Ans. I do not remember.

Ques Give me your best impression
as to what time in the spring you
~~first~~ talked to Prigg in the presence
of Mrs Bays about leasing part of said land?

Ans. The best I remember it was in
the latter part of the Spring but

I am not positive.

And further this defendant
saith not. W M Sage

J. W. Hall re-introduced
and deposes as follows:

ques. 1 Are you acquainted with
St. S. Hickman?

Ans. Yes.
ques. 2 Do you remember Mrs. Bays
leaving Trigg Stampers house
and going to W. M. Venable's
to live in the fall of 1899?

Ans. Yes.
Soon after Mrs. Bays had
left Trigg Stampers house
and ^{had} went to live with said
Venable, or about about that
time in this county, on Hallums
Creek, did you not one day
tell said Hickman, you had
heard trouble was coming up
over the land on which Trigg
Stamper now lives, and that you
had heard that he, (Hickman)
was to have one-half of it, if
the matter could be so managed
to get Trigg off the land, and
said Venable get it; and did

you not at the same ^{time} ask
said Hickman if such was
true and did not said
Hickman reply to you that
it was true, he was to get
one-half of said land, if
Trigg Stampen could be
beat out of it, or words
to that effect

Objected to because immaterial
as to what may have been said by
Hickman out of Venables presence until
a conspiracy be shown to have been
entered into by said Hickman & Venables,
and it is such as cannot be used
to contradict said Hickman, for the question
did not grow out of, nor is it connected
with said Hickmans examination in
chief. But it being separate and apart
from said examination in chief, the
witness Hickman became the plaintiffs
witness so far as his answer to said
question is concerned, and therefore he
cannot be contradicted by said plaintiff
upon that point.

J. C. Noel for Defs.

Ans

That is just about the way I know it.
It is a fact. This conversation occurred.

Ques. 3

You and said Hickman
once, perhaps in the sum-
mer or fall of 1899 made
a trip to the Crab Orchard
Country did you ^{not} to buy some
sheep?

Ans

Yes.

Ques. 4

On your way to ^{return} from this
trip to the Crab Orchard Country,
did not said Hickman tell you
that he was at Frigg Staupers
house one day, and about the
time Mrs. Bays was fixing to
go to Bristol, and while he
was there Mrs. Bays got to
^{talking to} him and ~~was~~ about Frigg's
and her arrangements, and
in this conversation Mrs.
Bays stated to him, that
she had bought the land now
in controversy for Frigg Stau-
per, and let him have it,
that she had nothing more
to do with it, than she was
to have a home with Frigg
where she wanted it as long as she
lived, or words to that effect.

Objected to for reasons stated in
objection to Ques 2 above, and also for

the reasons stated in objection to Ques
112, in said Dickman & Emmertine,
page 45.

J. C. Noel for Deft.

Ans

Yes. This conversation occurred.

Ques. 5

Do you know George H. Small?

Ans

I do.

Ques. 6

Soon after the Spring election
in 1899, one Wallis came in
this county, did he not in
conversation with you tell
you at that Spring election
he had sold his vote;
tell what he said?

Objected to because immaterial,
and the witness cannot be impeached
in that way. The witness Small was
examined and the plaintiff laid no
foundation for impeaching said witness
by reference to the matter of his selling his
vote.

J. C. Noel for Deft.

Ans

On the first place Mr Small said,
he was going to sell his vote, before
the election. After the election was over
at the election he said he had sold out.

My recollection is he told me he got
\$10 or \$12, I don't know whether he
was telling ^{it} as a joke or whether he

was telling it - for a reality.

X Examination

Ques 1 You say you don't know whether Small was joking or talking in reality when he said he had sold his vote, now is it not a fact that Small is a great fellow to laugh and joke about such things? and is it ~~xxx~~ not also a fact that he was laughing and talking in a jocular way when he said it?

Ans. ~~It~~ He was a fellow that joked but I don't know that he was in election matters. I suppose he was talking jocularly some, for that is ^{this} manner of talking about anything.

Ques 2 When did you and W. S. Nickerson go to the Crab Orchard to buy sheep and who was with you when the conversation occurred that you have spoken about, or occurring on that trip?

Ans. I suppose it was in the fall of 1897; no one was with us on the whole trip; we had a hired horse & one half day with us. I do not remember of any one being present when the conversation occurred.

Ques 3

Did this conversation occur before or after Mrs Bays came back from Bristol? after she had gone there the first time? and where was she living at the time?

ans.

I can not say now; for I do not now remember.

Ques 4

How did the conversation arise between you and said Hickman, that is the Crab Orchard conversation?

And tell all that was said between you and him, using his language as nearly as possible in telling what he said?

ans.

I do not remember how the matter came up:

~~You~~ Hickman & I first were talking about whether Mrs. Bays was going to make Trigg a deed to the land, and he related to me what Mrs. Bays told him; he said Mrs. told him, she had the land bought for Trigg and she was going to make him a deed to it; This is all I now remember being said, but it is not all that was said. I

1

can not think of any thing
else except its cost, and
the grass that was on it.

Ques 5 When did the conversation occur
which you say took place between
you and Hickman on Wallens Creek,
and tell all that was said between
you and him, leaving out nothing?

Ans. My opinion is that he
told me these things on the
Crab Orchard trip and also
on Wallens Creek, he has talked
to me at various times, and
what he told me on the Crab-
Orchard trip I think he has
told me on Wallens Creek, and
what he told me ^{on} Wallens
Creek, he told me ^{on} the
Crab Orchard trip, I think.

Ques 6 To whom did you first tell
what you say Hickman told
you, about Mrs Bays, W.M. Venable
Digg Stumfer, and the land in
controversy?

Ans. I do not know to whom.

Ques 7 Have you not been taking consid-
erable interest in this suit in behalf
of the plaintiff?

ans.

No, nothing more than
summoning same witness
for the plaintiff. I am a dep-
uty sheriff.

Ques 8

Did you not prepare a list of
questions to be asked W.B. Hickman
on his cross examination by Judge Pennington
when he was examined at the house
of W.M. Venable on Wallens Creek,
in this cause, and give said list
to C. T. Stamper, J. M. Stamper or
Judge Pennington?

Ans.

Mr. J. M. Stamper on one
day I was passing, asked me
to do some writing for him,
that he wanted me to list
some questions for him, to be
asked said Hickman. I began
to write, and I then told Mr.
Stamper that Judge Pennington
would break either of us. We then
quit.

Ques 9

Did you not on Wallens Creek in
this County, and since the examination
of said W.B. Hickman as a witness
in the cause, tell William Glass that
you had prepared the questions, or
a part of them, that was asked said

Hickam on his Examination & Words to that effect?

ans.

I told Mr. Glass, that Mr. Stampen had asked me to prepare a list of questions for Hickam; that I began, and told Mr. Stampen that Judge Summington could do that himself. This is all I remember telling Mr. Glass.

Quest. 1

Re Exam

ans. 1

On your Crab Orchard trip with Mr. Hickam state whether said Hickam told you that Mrs. Boys had told him that she had nothing to do with the land in question; that all she had in it was a home for life when she wanted it?

Objected to because the witness has already stated in a former answer what the conversation was on Crab Orchard trip, in answer to a question in which the foregoing formed a part.

J. C. Noel for def.

Ans

I don't know whether he said she had a home for life or not, but that

is what he said.

And further this deponent says
not.

J. H. Hall

J. J. Fannan another witness
after being duly sworn deposes
as follows.

Ques. 1 Give your name, age, resi-
dence & occupation

Ans. J. J. Fannan, age 32, residence Wallens
Creek Lee County, Va, and am a farmer.

Ques. Do you remember the sale
which Emmet Sage had of an
Hallens Creek; and do you
know Mr. M. Venable, and
H. S. Hickman?

Ans. 2 I remember of two sales Emmet-
Sage had. I also know said
Hickman and Venable.

Ques. 3 At one of said Sage Sales,
on our way from it,
did not H. S. Hickman tell
you that Mrs. Sage was
Crazy, and that H. M. Venable
was going by Squire G. C.
Suffs to get him to come to
Venable's house the next day
to try her for insanity?

1

Objected to because it is immaterial whether said Hickam had such talk or not, and if he did he cannot be contradicted on it as the question is immaterial, and because the question propounded to Hickam was no part of his cross examination.

J. C. Noel for Defl.

Ans. Yes. He had that talk to me at Sagis last sale.

Ques. Did you go to Venable's house the next day, or at any time after said sale of Sagis? if so, who did you see there? and what occurred there if anything?

Ans

It seems to me that it was the next day after said sale, it might have been two days after, I went to Mr Venable's house. I halloed and "Hello" Mr.

Hickam came to the door. I asked him where Mr. Venable was. He said he was eating his dinner.

I told him to tell him to step out there, that I wanted to see him.

He turned around and then turned back to me and says he will be out in a few minutes. Hickam came on out to the fence where I was at, I asked him how Mrs Bay's was. He said he didn't know hardly, that he couldn't tell, she might be

a little better. He said she was sort of like old Johnny Rasmussen, some days she was a little better and some days worse. I asked him what she talked about. He says first one thing and then another. She talks first about deeding Francis the Venable the land, then deeding Will the land, then of deeding it to me. Of course she is crazy or she would not ~~be~~ talking of deeding me the land. I am no skin to her.

In a few minutes Will Venable came out. I asked Will how his Aunt Nerve was. He says she is better. I asked him pretty much the same questions I did Richard.

I asked him what she talks about. He said nothing much, she don't have much to say. I asked him if he thought they would send her off. He said she didn't know.

I says I reckon if she answers the questions all properly they can't, he says no I reckon not. This is about all that was said.

All of the foregoing answer is objected to because immaterial, and irrelevant and in no way con-

effect-the rights of, or contradict-the
said W.M. Venable, because it does
not properly fix the time, or state in
substance the question propounded
to said Venable in his ^X examination.
^{she objected to be as good now as before answer}
J.C. Noel for Deft.

Ques. 5 If said J^{rs} M. Venable at
any time ever told you when
he got Mrs. Bayo deed to
said land, state when and
where he told you and what
he said about it?

He told me that he had a deed
for the land not very long after I
was at his house as detailed above,
on our way going home from Pennington
Gof where we had been after some
grass seed. It might have been
a week after said conversation above
detailed. He said she had made
him a deed the day I was down
there at his house.

Ques. 6 Had you been at Venables house
but the one time after said Sags
lost sale and up to the time he
told you when Mrs. Bayo made
him the deed.

Ans I had been around his place
at his house, and may have passed

Ans

If I was there afterwards I have no recollection of it, but I think I saw him somewhere and talked with him.

Ques 7

Some time in the fall or summer of 1898 at your house and in the presence of your wife did not H. S. Hickman tell you that about the time Mrs. Bays was fixing to go to Bristol from Trigg Stampers, that he had heard Mrs. Bays say she had bought the land in controversy for Trigg and it was his; that Trigg was to support her for it; and that she had agreed to make Trigg a deed to the land or words to that effect?

Objected to because immaterial, and hearsay.

Ans

I don't remember whether he did or not. He has talked to me a great deal about it, I have some impression that he had such talk but I would not be sure of it.

And further this deponent says to not.

P. J. Harmon,

C. T. Stimpert

vol } Depositions
1

W. M. Tinsdale et al

Filed by agreement of
Attys this Oct 8 1901
A. B. Munnery Clerk

The depositions of Safayett
Hamilton, J. M. Stamper, Mary E.
Stamper, and A. G. Hyatt, & C. J. Stamper
taken on the 2nd day of Oct.,
^{on Dec. 1st 1901} 1901, by agreement of the
parties to be read as evi-
dence on behalf of the
plaintiff in the Chancery
cause of C. J. Stamper vs
H. M. Venable and Minerva
Bay:

Present E. H. Pennington for the
" J. C. Noel for the defts.

~~Safayetta~~ Hamilton after
being duly sworn deposed
as follows:

ques. Are you the same Safay-
ett Hamilton who gave
~~him~~ your deposition in
this cause on the 1st of August
1901 for the defendants.

Ans. Yes.

ques. 2 Are you acquainted
with George W. Small who
heretofore gave a deposi-
tion in this cause.

I know him when I see him.

Ques. 3 State whether you ever heard the said Small at any time and place say whether he had sold his vote, or had got any money for going to an election? If so, state where it was, and what he said?

Objected to because immaterial and also because the witness Geo Small cannot be impeached that way, the proper foundation not having been laid.

J. C. Noel for Defts.

Ans I can't state when it was. He came to Fletchers store with \$11.00, and said he had got for his day at the election.

X. Examination

Ques 1 Do you know whether said Small was joking or in earnest when you heard say he had got the \$11.00 for his day?

Ans. I can't say

Ques 2 Are you acquainted with J. M. Stamper, the father of Brigg Stamper?

Ans. I am.

Ques 3 State whether or not you ever saw said J. M. Stamper trying to commit rape on a little girl by

the name of Bessie Jones?

Objected to because immaterial, and because the truthfulness and veracity of a witness can not be proved in this way.

Ex H. Huntington for Plff.

ans.

If my eyes did not deceive me, I did; I was in 6 or 8 feet of him

Ques 4

State whether you ever heard or know any thing about C. F. Davis, J. W. Hall, Elkanah Childress, and N. J. Davis, or either of them selling their votes, or getting money for going to the election, and if so state what it was?

This question is objected to because it asks for hearsay evidence, & not facts known to the witness.

Huntington for Plff.

ans.

I know nothing personally about either of said persons seeing their votes, but I have heard it talked about Mr. Hall getting money at the election

I do not remember of ever hearing anything said about the other persons named seeing their vote or getting money at an election.

R 2 x am

Ques. 1

When did you first hear of Mr. Hall getting money at an election?

Ans

I heard of it about a year ago. I heard he got the money and went to Blackwater and bought beer with it.

Ques. 2

Who was your informant that Mr. Hall got the money and went to Blackwater ~~to buy~~ ^{to buy} beer with it.

Ans

I have heard two or three talk about it. Chas Robinson told me that Hall brought the money to Blackwater and bought the beer. and I heard several say he got money at the election.

Ques. 3

How long ago was it you saw said J. M. Stamper trying to commit rape?

Ans

About five years, I guess.

Ques. 4 Has Mr. Stamper prosecuted for the charge of rape if so what was the result of the prosecution.

Ans No, sir.

And further this defendant saith not.

Lafayette La Melle

J. M. Stamper another witness after being duly sworn deposes as follows:

Ques. 1 You have heretofore given a deposition in this case have you not?

Ans Yes, sir.

Ques. 2 Mrs. Bays in her deposition given in this case on the day of August, 1901, in answer to question 38 of her examination in chief said among other things that you told her the way for her and Spigg to run the farm in controversy was to run it on the halves, State whether you at any time and place told Mrs. Bays this?

Mrs
Ques.

I never did.

Were you present at any time at the house of Nancy M. Davis, and hear a conversation between C. J. Stamper, Mrs. Bays and said Nancy M. Davis? if so tell me you remember being said on that occasion?

Objected to because it is now too late to corroborate C. J. Stamper on his version of said conversation. The witness such have been introduced when C. J. Stamper testified and before rebutted by depts.

J. C. Noel for Depts.

Ans

I was present: In the afternoon about 2 o'clock Prigg came to the home of Mrs Davis. She told him that his aunt Mervie wanted to see him on business or on "special business" I don't remember which. She told Prigg if he had time to wait she would send after Mrs Bays to come down, and he could see what she wanted. She sent Geo Small little boy after Mrs Bays. Mrs Bays came down in a few minutes.

When she came down, she Trigg and I went into Mrs Davis's room and took our seals. Trigg said to his Aunt Nerve, "Aunt Nerve, aunt Nancey said you wanted to see me, what do you want to see me about?"

She told him, "Trigg I want to get off to Bristol soon, and I want to see you if we can get up a compromise about this land matter. Trigg asked how or upon what terms did she want to make the compromise. She told him, That the compromise she wanted to make was, that if he would pay the note the boys had given for the deed of trust, that she would make him a deed at any time for the land.

Trigg said to her, You know Aunt Nerve that I was not to pay any thing in the price of this land. You was to pay for the land and I was to come and live with me and I was to take care of you. But to save trouble and expense ^{of a suit} I will pay that money if you will make me a right to the land." If they

agreed upon the compromise, he was to have two years to pay it in, and after that time he was to pay her \$75⁰⁰ ^{a year} during her natural life. They did agree to this then. This is all I remember about it.

Ques.

Is it or not true that some five years ago you tried to commit rape upon Bessie Jones?

Ans.

I did not.

X Examination.

Ques 1

What were you doing to Bessie Jones at the time Lafayette Hamill says you were trying to commit rape upon her?

Ans.

Nothing. I was not there. And further this defendant saith not.

James M. Stamper

May E. Stamper after being duly sworn deposes as follows:

Ques 1

Are you the wife of C. J. Stamper

Ans

Yes, Sir.

Ques 2

Do you know H. S. Hickman

Ans
ques. 3

Yes Sir.
Do you remember Minerva
Bays leaving your house
in April, 1899? and go-
ing to Bristol

Ans
ques. 4

Yes Sir.
Do you remember the
evening before or two or 3
evenings before Mrs. Bays
left your house for Bris-
tol in April 1899? If so,
state whether you saw
W. S. Hickman about your
house, and tell what he
said to you & Trigg if any
thing concerning Mrs.
Bays making a deal to
the land now in controversy.
ay?

Ans

The second evening before she left
and went to Bristol Trigg and
I were planting potatoes in
the garden. W. S. Hickman came
down to the fence and talked
to us a few minutes; and
asked where Mrs. Bays was at.
He came in the house where she
was at and had a conversation
with her for about an hour.

As he came out in the road as he started home, and talked to us again; we were still in the garden.

Mrs Bays came out of the house into the yard and stopped. She did not come out into the road with him. While he was standing there and whispered to Trigg and said "You are all right."

The foregoing answer is objected to because immaterial, and further if it is intended for the purpose of contradicting said Hickam, the proper foundation has not been laid.

J. C. Welserdyl.

Ques 5

On the night before Mrs. Bays left in April, 1899 for Bristol, from your house, were you at home and was said Hickam at your house that night after dark?

Ans

I was at home. I don't remember of his being here. If he had have been here I think I would have remembered it.

Ques. 6

Some time after Mrs.

Boys left your house and
went to H. M. Swabbers
to make her home, and in
late fall of 1899 or winter
of 1900, state whether you
heard I said Hickman say
any thing about what
he had heard Mrs. Boys
say about making Trigg
a deed to the land and having
bought the land in con-
troversy for him. Tell
as nearly as you can
all he said and where
it was again heard him
talk?

Obfected to because hearsay
and immaterial.

J. C. Noel for Defto.

Ans

I heard said Hickman say
several times here at our house
that - winter, that - he had heard
Mrs Boys say that - she had
bought - the land for Trigg and
that - she was going to make
him a deed to it, and said
if called upon he would be
bound to swear that. This
was before I heard of the deed

being made by Mrs Bays to
W. M. Venable.

Ques. 7 Then Mrs. Bays left
Bristol in April, 1899,
what was her apparent
feeling towards you & Trigg?

Ans She was friendly. She said
she was coming back in the fall.

Ques. 8 After you & Trigg were
married and after you
came to live with him on
the land in controversy
up to the time she left for
Bristol in April 1899,
did she ever make any
complaint of your atten-
tion & treatment towards her?

Ans She never made any complaint.

Ques. 9 Has she (Mrs. Bays)
sick any while she lived
with you, if so who waited
on her if any one?

Ans She had the La Grippe. I waited
on her myself. She made no
complaint.

And further this depart
with you.

Mary E. Slamp.

D. J. Stamper reintroduced
and after being sworn
deposes as follows:

Ques. 1

In your last deposition
given on Oct. 14 & 16th
1901, I intended to ask
you, but forgot it: So
I will now ask you:

~~Lafayette~~ Hamilton
says in his deposition
given on the day of August
1901 for the defendants in
answer to Question 4, he
said: "I did try to rent a
portion of the land from
Grigg, and when I named
renting to him, he told me
to come down and he would
see Mrs. Bays, and they would
rent to me" Now if you
said this, tell why you did
so?

Ans

If I said it, I did so in order not-
get some one on the place that
would not be agreeable to rent here
or myself. I did not want any one
on the place bothering her, as she
was old, unless it suited her.

Ques. 2. How many shares in
the land which your father
bought ~~and~~ being now the
land is contentious.

Ans Two....

And further this defendant
sayeth not: C. P. Thompson

The further taking of these dep-
ositions ~~are~~ ^{is} adjourned to the
Punington Gap Bank in Punington
Gap, Va., by agreement. &

E. M. Punington for the Plff.

J. B. Noel " " Deft.

Met pursuant to adjournment at
the Punington Gap Bank in
Punington Gap, Va., on Dec. 13th
1901.

E. M. Punington atty. for Plff.
J. B. Noel " " Deft.

A. G. Hyatt, a witness of
lawful age after being duly sworn
deposes as follows.

Ques. What is your age residence
and occupation?

Ans. Am 34 years old. live at

Pennington Gap Virginia, and am
Cashier Pennington Gap Bank

Ques 2. How long have you been
engaged in said Business?

Ans 2 About 10 years.

Ques 3 As such Cashier, State whether
it a part of your duties to
observe & scrutinize Handwritings
of people, and while you have
been so engaged as such Cashier
have you made Handwritings
a study?

Ans 3 It is a part of my duty to
carefully observe the handwriting
of different people, and I have
always given same special
attention,

Ques 4 I hand you Exhibit filed
with the Deposition of C. S. Stamps
which purports to be a letter dated
Octo 18th 1896, and signed by Minerva Dags
and also Exhibit "5" filed with the
Deposition of Minerva Dags, Please
examine said two papers, ^{Ans} State
whether in your opinion, as an
expert on Handwriting, they are
in the Handwriting of the same
person.

The foregoing question

is objected to. Because the witness has not stated that he is an Expert in Handwriting.

J. C. Noel for Deft.

Ans. 4th In my opinion the handwriting in the two Exhibits referred to in above question is of same person, and were written by same person.

Cross Examination:—

Ques 1 I will ask you to examine the dates of the two Exhibits referred to in your answer to 3rd Question "4" of your Examination in chief and point out any similarity that you may find.

Ans 1 The size of handwriting is about the same and the general space between letters is nearly the same ^{and} the letters and figures in said dates are disconnected in like manner, especially in month,

Ques 2 I will ask you of the spacing between the date "18" ^{and} "1896" in Exhibit 1 is not much greater than the spacing between the same numbers in Exhibit 5

Ans 2 It is some greater,

Ques 3 Is not the formation of the number "18" in the two Exhibits quite different also the letter "t" in the word "Oct"?

0

Ans 3 The figure "8" is inverted in one of the Exhibits and the letter "t" is differently made and not Crossed in one of the exhibits.

Ques 4 Would not the figure "8" that is inverted be different in formation to the other "8" if it were not inverted?

Ans 4 Yes there is some difference in the formation.

Ques 5 I will ask you now to examine the small "t" in the two exhibits and state if they are not invariably crossed in Exhibit while none are ~~Crossed~~ in exhibit 5.

Ans 5 In the word "thing" in Exhibit the letter "t" is not Crossed, and I think all the others are. While in Exhibit 5 "None of the small "t" are crossed except when joined by a scroll to the letter "h" or some similar connection

Ques 6 In Exhibit is not the word "write" invariably spelled write while in Exhibit 5 the same is spelled riti

Ans 6 yes.

Ques 7 Does not the body of the exhibit "5" show a nervousness incident to age, which is not found in

in exhibit

Ans 7 The handwriting in exhibit "5"
appears a little more nervous
than in Exhibit — But from
what cause I do not know —

Ques 8 As a rule, is not the opening
of the small "t's" at the bottom in
Exhibit "5" wider than the opening
in same letters in Exhibit — ?

Ans 8 I think the opening at bottom of the
letter "t" in Exhibit "5" commences
nearer top of letter but is not
much if any wider than in Exhibit —

Reexamination.

Ques 1 Comparing the letters that form
the words in said two Exhibits
is not the general slant of the
letters about the same

Ans 1 Yes I think it is:

Ques 2 Are not the small "h's" appearing
in said two Exhibits identically
the same in form in every instance

Ans 2 The formation of the letter "h" in both
exhibits are very similar in every
instance, perhaps as much so as
is generally seen in two copies
by same person.

Ques 3 Examine the signature to said
two Exhibits, and state whether in

your opinion, they were made by the same person,

Ans 3 Yes, I think, they were. although there is a slight difference in the formation of some of the letters,

Re Cross Examination

Ques 1 I answered to question "2" of your Re Examination above, you say "the formation of the letter 'h' is very similar in every instance, perhaps as much so as is generally seen in two Copies by same person" is not the upward stroke forming the curved part of letter 'h' in Exhibit "5" generally longer than in Exhibit — ~~and is not~~ the curve also, where said upward stroke crosses the stem of said letter 'h' longer in ~~than in~~ Exhibit "5" than in Exhibit —

Ans 1 In a few instances in Exhibit "5" the upward stroke of letter 'h' commences nearer down to line than in Exhibit — while in some cases the length of upward stroke is same in both Copies & for as I can judge with the eye I do not see any very perceptible difference in the length of the

Curves as formed by the upward stroke in the letter "h", and so far as I can see the length of curve in upward stroke of letter "h" where it crosses the stem is about same in both Exhibits.

And further the Deponent saith not.

Alfred Ryan

Virginia

Shirley County, to-wit:

It is agreed that the foregoing depositions shall be read as if formerly ^{taken} ~~sworn~~ subscribed and sworn to before an officer authorized to take the same; the said depositions having been sworn to before E. H. Huntington Judge of the County Court of said County, This Dec. 13th 1901.

E. H. Huntington atty. for plff.
J. C. Noel " " Deft.

Plattsburgh

le. J. Stampen

Lafayette Hamilton
J. M. Stampen (2nd Dep)
Mary E. Stampen
le J. Stampen (2nd Dep)
A. G. Hyatt

as } Depositions

W. M. Venable et al

B. H.

from Triggs house to Venables
or from Bristol?

Ans My best-recollection is that she came
from Triggs to Venables.

Ques. 14 Before Mrs. Bays gave
said deed of trust, had you
not heard that Trigg Stampen
was talking of suing Mrs.
Bays for the land in contro-
versy.

Ans I don't remember whether I did or didn't;
but if I had heard it, I don't remember it.

Ques. 14 What is your ^{or had you} best-recollection
whether you had heard before
said deed was given, that
Trigg was talking of bringing
a suit for the land?

Ans My best-recollection is that I
had not heard it.

Ques. 15 Did you hear at all that
Trigg was talking of bringing
a suit for the land, if so when
did you first hear about it?

Ans The first I remember of hearing about
it was after Mrs Bays had come back
from Bristol and I was going to have
a sale of her household goods.

Ques. 15 Has the sale before or after
she, Mrs. Bays, came to Venables?

to live?

Ans I think the sale was before she came to Venables, this is my ^{best} recollection.

Ques. 16

Did not Mrs. Bays live with Trigg at the time of the sale you refer to; and did she not in a few days after this sale, go to live with Venables?

Ans

My recollection is that she was staying at Triggs at the time of the sale, and that she moved to Venables, a short while afterwards, though I don't remember exactly.

Ques. 17

Did you tell W. M. Venable about hearing that Trigg was talking about bringing ^{suit} for the land before said deed of trust was given, or he and you ever talk together about it before said deed was given?

Ans

If I ~~told him~~ did I don't remember it.

Ques. 18

Did Venable ever talk to you about Trigg going to bring a suit ~~for~~ for the land, before said deed of trust was given?

Ans

Ques. 19

If he did I don't remember it; did you ever tell Venable

or Venable tell you about hearing that Trigg was talking of bringing a suit for the land in controversy?

Ans I believe I told Venable.
Ques. 20

Where were you when you told Venable that Trigg was talking of bringing a suit for the land?

Ans I don't remember, but it bears on my mind that we talked about it.
Ques. 21

When was it you and he first talked about Trigg threatening to sue for the land.

Ans ~~It was some time~~ I just can't call it mind when it was.

Ques. 22 Have you no idea of the time when you and he first talked about it, if you have any idea of the time give it?

Ans It bears on my mind that it was the same fall she came to Venable from Stampers ^{to live} though I can't say positively.

Ques. 23 You say your recollection is that you & Venable talked ^{about} Trigg threatening to sue for the land some time in the fall of the year that Mrs. Bays left Trigg's and went to Venable;

Now when and where did
you & he next talk about
it, tell as nearly as you can.

Ans I don't remember that we ever talked
about it any more until after the
suit was brought. Though I don't say
we didn't.

Ques. 24 Were you present at the
Bank when the \$12.50 was
gathered, and for which the
 deed of trust was given to
secure you?

Ans ~~I will give you my recollection about it.~~
Mr I don't remember whether I was
present at the bank when Mrs Bays
got the money or not.

25 What did Mrs. Bays do
with the money for which
you & Verabee executed your
notes to the Bank.

Objected to because immaterial.

J.C. Noel for Deft.

Ans She told me that she paid off
this judgment to Mr Ferguson.

Ques. 26 Then none of this money
from your information ~~went~~
~~to~~ Mrs. Bays went to buy
cattle for her & Trigg, did it.

Ans None of that money. It was my information that Mr. Ferguson got all that money.

Ques. 27. When was it the first time you ever heard Trigg & Mrs. Bays say anything their business affairs?

Ans It was when I went on the first note.
Ques. 28 What year was it in, and month?

Ans It was in the second year after they came there. It is my recollection that it was in 1898. And if I remember right it was in the month of March, although I will not be positive about it.

Ques. 29 Where were you when you signed this note and who was present?

Ans I did not sign the note myself at all but I authorized Trigg to sign it for me, this my recollection about it.

Ques. 30 Where were you and who was present when you signed the second note?

Ans Objected to because the question does not specify whether it was the ~~first~~ second note the witness went was surety on with Mrs Bays, and Trigg, or the note he was surety with W.M. Venable for Mrs Bays
J.C. Noel for def.

I did not sign the second personally either, ~~that is the~~ but I gave Trigg in order to the Bank authorizing him to sign my name as security for him and Mrs Bays.

Ans. 31 Does not the land in controversy and game land adjoin?

Ans Yes.

Ques 32 Was it in the fall or winter or spring you made the calculation for Trigg and Mrs. Bays.

Ans It was in fall season. If I remember right it was in the month of Nov. 1898.

Ques. 33 What day of the week was it you made the calculation about the cattle?

Ans I have recollection about what day of the week it was.

Ques. 34 Was it in the day or night time?

Ans It was in the night-time.

Ques. 35 Who was present when you made it?

Ans Trigg, Mrs Bays and myself.

Ques. 36 What did you go there for that night.

Ans I went for no particular business

that I remember of. only we were neighbors and went down on a visit. Trigg however had told me several days before to come down some time and he would get me counted up how they had come out on the cattle.

Ques. 37 I notice nearly every question I ask you, you state in your answer "if your recollection right", Is your recollection good, or are you doubtful yourself of what you state?

Ans. My recollection is tolerably fair. It always has been on things. I am not doubtful of what I say so far as that is concerned.

Ques. 38 Then if your recollection is fair and you are not doubtful of the things you state about, why do you in nearly every answer you make use the words "if my recollection is right" and words of like import?

Ans. Because any man might possibly be mistaken, and when I say any thing or oath I want to tell the truth.

Ques. 39 Then do you mean to say by using the words "if

my recollection is right" and words of like import, to say that you may possibly be mistaken in what you have deposed about in this deposition."

Ans I speak from my recollection and not because I might be mistaken.

Ques 40 In answer to question 38 you said ^{in fact} "you used the term" because any man might possibly be mistaken. So you mean now to say that you are not like any other man and can not be mistaken.

Ans I don't mean to say that I cannot be mistaken. for I can be mistaken like other men.

Ques. 41 Now do you admit you might possibly be mistaken in what you have deposed to in this deposition.

Ans I mean to say that I testify according to my recollection, I possibly like any other man I might possibly be mistaken as some little words in it.

Ques. 42 If you might possibly be

mistaken about some little words in your deposition, can you tell me what words they are, if so point them out.

Ques. 43 I cannot point them out. Where did you get your education, I mean at what school, college or University, if either.

Ans What little I have I got it at the public schools, here Wallens Creek. But I haven't very much education any way.

Ques. 44 You have education sufficient however to make calculations, ^{correctly} of partnerships between parties have you not.

Ans I suppose that I have. I have been in partnership a right smart, and have usually been able to make the calculations satisfactorily.

Ques 45 Then take the pen or a pencil and on this paper solve the following:

A & B form a partnership, A puts in to the business \$400.⁰⁰ and B. \$600.⁰⁰, at the end of a year the

business had made \$250.⁰⁰
how much of these profits
should A get and how
much should B. get:

Objected to because the witness's
education or his ability to solve intricate
problems, is not material in this case,
and the problem is an entirely different
one in nature of a simple partnership arrange-
ment, such as he says Mrs Bayo and the
plaintiff had concerning their contract.

That being simply a question where
each party was to have one half of
the net profits, The problem proposed
is one of compound fellowship, where
the question of time, and amount invested
plays apart.

J. C. Noel for the Defls.

Ans

I never saw the day that I could solve
a problem like that. But I can tell
when a man buys cattle or hogs for
one price and sells ^{them} for another, what
he has gained or lost.

Ques. 46

~~Solve~~ this on this paper

$$7 \times 7 + 3 - 2?$$

Objected to for reasons stated above.

J. C. Noel for Defls.

Ans

I don't understand the marks you have

made, but I can read the figures. I don't solve problems by such characters.

Ques. 47

If 46 head of Cattle was bought at \$13.50 per head what would the whole cost? make your calculations on this paper.

$$\begin{array}{r} 46 \\ 13.50 \\ \hline 23.00 \\ 13.8 \end{array}$$

$$\begin{array}{r} 46 \\ \$621.00 \end{array}$$

Ques. 48

Did you make the calculations for Trigg & Mrs. Brays by your head or by figures, if by figures what did you do with them.

Ans.

I made the calculation on a piece of paper and left it there, I have never seen it again from that day to this.

Ques. 49

When did you ~~sign~~ authorize Trigg Stampen to sign your name to the 2nd? you went with her and Mrs. Brays?

Ans

It was in the spring of the year 1899,
I don't remember the month.

Ques. 50

Was it before or after
Trigg was married that
the 2nd note was given
with you and Mrs. Bays?

Ans

I do not remember.

Ques. 51

Was Mrs. Bays here or in
Bristol at the time the 2nd
note was given.

Ans

Ques. 52

My recollection is that she was here.
You say that at the time
you made the calculation for
Trigg and Mrs. Bays, she
asked you if you would
go on another note with her
and you told her you
would, and also in the
Spring following she re-
quested you to sign an-
other note with her and
Trigg: Is this the 2nd note
you went on with them.

Ans

It was.

Ques. 53

Now were there any other
notes you signed with Trigg
and Mrs. Bays,

Ans

I don't remember about signing any other

note with Briggs and her.

Ques. 54

Have both of these notes been satisfied?

Ans

They have.

Ques. 55

Did not Mrs. Bays after she heard that her name was on the 2nd note deny authorizing her name being put on it to you and did you not so tell Trigg Stamper that she denied authorizing him to sign her name to the note and that she was threatening to prosecute him for forgery.

Ans

Ques 56

I don't remember any thing about that. Now don't you remember being at Jonesville and C. E. Leach or Judge Morgan telling you that they had got a letter from Mrs. Bays saying she had not authorized her name being signed to the note; and did you not come back by Triggs house and call him out and tell him about it, and soon after did not Trigg bring another note for this 2nd

note to you and you signed it with him alone and then he lifted the 2nd note with this one you and he signed.

Ans. I don't remember of L.E. Cook or Judge Morgan, either, telling me that they had received my letter from Mrs Bays about the note. nor do I recollect about coming by Triggs house and calling him out and telling him about it. But when these second cattle was on hand some time ⁱⁿ ~~at~~ the first ^{part} of the winter ~~that~~ of the third year that Trigg and Mrs Bays had been two, which was in 1899, Mrs Bays wanted Trigg to sell the cattle and pay off the 2nd note, with the money, and cattle seemed to be a little dull and I agreed to stand with Trigg for the money myself, and let Mrs Bays off, as she was fretting about the note not having been paid.

I signed a note for Trigg and he lifted the ~~cattle~~ 2nd note with this one. I don't remember the amount of any these notes.

Ques. 57 There was Mrs. Bays staying at the time you signed the note with which the 2nd note was

lifted

ans.

58

She was then living with W.M. Venables
When did Mrs Bays first
go to live with Trigg?

Ans

Sometime about this time of the year
1897.

Ques. 59

How long did she live
with Trigg before she
left him and went to Ven-
ables.

Ans

She lived with Trigg until he was
married, and a while afterwards but I don't
remember how long. She then went from
there to Bristol. In the fall she came
back and stayed some with both Venables
and Trigg but I don't know which she
called her home, until after she had her
sale. After the sale she ^{has} made her staying
place at Venables.

Ques. 60

Was Trigg married when
Mrs. Bays went to Bristol
the first time?

Ans

Yes

Ques. 61

Were you not at Triggs
house the evening before she
started to Bristol

Ans

~~Yes~~. No I was not there that evening
until after night.

Ques. 62

Did you eat your supper

there that night or had you eaten your supper some place else before you went there?

Ans I ate my supper at home before I went down there.

Ques. 63 Who all was there that night, that is the night before she started for Bristol.

Ans All that I saw was Triss, Mrs Baye and myself.

Ques. 64 How long did you stay there that night?

Ans Until I went soon after dark and stayed until good late bed time.

Ques. 65 ~~Are~~ you sure you was not there in the evening before night, and not there after night.

Ans My recollection is that I was there at night and not in the evening.

Ques 66 ~~then~~ Don't you think if ^{it} had been before night that you was there you would have remembered it that way?

Ans Yes.

Ques 67 Are you not about as certain that you were there after night that day as any

thing else you have stated in this deposition?

Yes sir, I am.

Ques. 68 When was Trigg sitting ^{that night} when you heard him say that Mrs. Bays had given Venable the George Glass loud and so on

Ans Mrs Bays was on the right of the fire place, I ~~on~~ the ^{left} ~~right~~ and Trigg rather between ^{us} in front of the fire place.

Ques. 69 Had they eaten their supper when you went there?

Ans I don't remember.

Ques. 70 Was it dark when you left home that night to go down there?

Ans It was after dusk, as I remember.

Ques. 71 What day of the week was it and month if you remember.

Ans I don't remember.

Ques. 72 When had you seen ^{next} Trigg and Mrs. Bays before that night

Ans I saw Trigg that evening before I went down there, but I don't remember just when I had last seen Mrs Bays.

Ques 73 When was ~~you~~ at Trigg's

house next before that night
Ans I don't remember exactly. I have no idea
at this time how long it had been since I had
been there before that night?

Ques. 74 Did you learn from either
Trigg or Mrs. Bays that night
how long she expected to stay
in Bristol?

Ans I think I asked Mrs Bays how long
she intended to be gone, and she said
she would be back in the fall.

Ques. 75 Did you learn from either
Mrs. Bays or Trigg whether
she was going to take any
thing with her if so what?

Ans There was nothing said before me ~~what~~
about what she was going to take with
her, as I remember.

Ques. 76 Do you know as a matter
of fact all or any part of
what she took with her in
the way of eatables?

No.

Ques. 77 Who took her to the Railroad?

Ans I do not know.

Ques. 78 When were you at Triggs
house last?

Ans I was there some time last Spring

Ques. 79 How many times have you been at Triggs house since Jan. 1st 1901?

Ans I don't remember but once.

Ques. 80 How many times have you been at Triggs house since March 1st 1900 to Jan 1st 1901?

Ans I would not say that - I was or was not there a single time during that time.

Ques. 81 Do you remember being at his house a single time from March 1st 1900 to Jan 1st 1901.

No.

Ques. 82 How often were you at his house from Sept 1st 1899 to March 1st 1900.

Ans I don't remember.

Ques. 83 When was you at Venables house last before today?

Ans I was here yesterday for dinner and supper.

Ques. 84 Did you ask or were you told yesterday what was being proved at Trigg Stampen by his witnesses?

Yes.

Ques. 85 Is it not a fact that

that while we were taking depositions for the plaintiff last week at Pennington Gap you did not see Mr. Venable at his house or some where else every evening when he would come home, and ask him and enquire what was being proved there by his witnesses

Mr Venable would pass my house on his way home from Pennington Gap, and I would ~~see him~~ ^{see him} as he passed. I ~~would~~ ^{would} ask him how they were getting along, He would say very well. I do not remember of asking him what was being proved.

86

Since Jan 1st 1901 how often have you visited Mr. Venable

Ans

Several times. I can't say how many.

Ques. 87

From March 1st 1900 to Jan 1st 1901, have you not at within that time visited Mr. Venable frequently?

Yes

Ques. 89

Previous to March the 1st 1900 did you not visit Frigg

Stampen as about as often as you visited Mr. Venable?

Ans I did. Some time after Trigg paid off the note I endorsed for him, ~~Trigg~~ he came to me and wanted ~~him~~ me to still endorse for him to borrow some more money. I told him that I did not want to do it, as I believed they were going to get into law about the land, and Trigg has been cool and distant toward me ever since. This is the reason that I have not visited him as frequently as before, ~~and~~ not I have nothing against Trigg Stampen.

Ques. 90 You were present were you not when Mrs. Rays made her deed to Venable for the land in controversy.

Ans Yes. I was at the house at the time they said the deed was made, though was not in the room ^{at the time} where the deed was signed.

Ques. 91 You know she was ~~making~~ going to make ~~for~~ Venable the deed, did you not?

Ans She told me that she was going to let him have the land.

Ques. 92 When did she tell you she was going to let him have the land?

Ans Some three or four days before she made

the deed to Venable, she proposed to sell me the land, and said she was on a deal with Venable. I told her to wait until she saw whether she and ~~Wm~~ Venable trusted, she then told me to come up on a certain day and she would let me know what she was going to do about it. I went up on the day she named; and then she said she was going to let Venable have it and the deed was made that day.

Ans. 93

There were four the day before Mrs. Bays made Venable a deed to the land in Cantonment.

Ans

I do not remember.

ques 94

Did not you and Venable the day before Mrs. Bays made said deed to Venable go up Wallens Creek about Stickneyville.

Ans

If we did. I don't remember it.

Ans. 95

Did not you and Venable the day before said deed was made or at least ^{within} 3 or 4 days before. go up the creek and make arrangements with G. L. Buff a Justice and B. F. Young a doctor, to come to Venable's house

on a certain day; and on
that trip did ~~see~~ not so
tell Jeff Fannin, and
further tell him up the
creek some two to 4 miles
from Venables house that
Mrs. Bays was crazy and
Duff & Young were coming
down to examine her.

Objected to because immaterial,
and because the sanity of Mrs Bays
is not in issue in this case, and
further because the question is for the
purpose of contradicting the witness on
an immaterial point; and also because the
proper foundation has not been ~~been~~ laid
for such contradiction.

J. C. Noel for Deft's.

Ans. I went at the request of Mrs Bays
^{some 4 or five days before the deed was made}
to have L. C. Duff and Dr Young
to come down to Venables on a certain
day. I went to Duff's and told him.
Duff phoned to Young; but Venable
did not go with me as I remember it;
and if I saw Jeff Fannin on the
trip I don't remember it. I don't say
that I did not see him.

Ques. 96

Did Mrs. Bays state to
you what she wanted with

with Buff & Dr. Young?

Ans I don't think she did. I did not ask her what she wanted.

Ques 97 Where was Venable as you went up and as you came back? Did you see him either going or coming?

Ans I don't recollect of seeing Venable at all as I went up, but it strikes me that I saw him at his home as I came back.

Ques. 98 Did you go in Venables house as you came back to tell Mrs. Bays you had seen Buff or did you just call her out to the fence and tell her.

Ans It bears on my mind that I called her out, though I am not sure about that.

Ques. 99 Did Mrs. Bays send for you that morning to go, or did you just happen to go Venables house the?

Ans My recollection is that she called to me as I was going up the road by Venables house. I don't think she sent for me.

Ques. 100 If you were just passing ^{Venables} her house and she called to you, Can you recollect

had
where you ~~were~~ started?
Ans No.

Ques 101 The further taking of these depositions is adjourned until tomorrow morning at 8 o'clock at the same place as mentioned in the caption.
This August-7 1901.

Geo. M. Durham. J.P.

With pursuant to adjournment on August 8th 1901 at the residence of Dr^m M. Venable
This Aug., 8th 1901

Geo. M. Durham. J.P.

Ques 101 Were you at Emmet Sage's sale at ~~Madison~~^{Delap.} Youngs on March 1st 1901?

Ans I was at the sale, but don't remember the date.

Ques 102 My way of refreshing your memory, had you not started to Emmet Sage's sale the morning Mrs. Bays got you to go after Duff and Young for her?

Ans That is not my recollection.

Ques 103 Has it before or after the sale of Emmet Sage you went to see Squire Duff and

Ans
Ques. 104
It bears on my mind that it was
before.

Ques. 104
Was St. M. Venable at Em.
met Lages sale?

Ans
Ques 105
I don't remember.
What is your best im-
pression whether he was
or was not at said sale?

Ans
Ques. 106
I have no impression at all about it.
Is it not a fact that
there is some agreement
or understanding between
you and St. M. Venable,
to the effect, that if Ven-
able wins the land in
controversy that you
are to get a part of it?

Ans
Ques. 107
No Sir it is not. I have not got
one cent. promised to me in it.

Ques. 107
Are you acquainted with
St. E. Fletcher, J. H. Hall,
Dora Harman, A. J. Harman
and James E. Williamson?

Ans
Ques. 108
I am.
Soon after Mrs. Bays
left Drigg Stumpers house
and went to Venables, and

on Hallens Creek in this
county in a conversation
with Mr. E. Fletcher did
you not tell him that if
you could get a certain
thing to work ~~you was~~
and Drigg Stamper got
out of the land now in con-
troversy you were to get
a part of it, that a ^{share} join-
ed, or words to that effect?

Ans

Of I did I have no recollection
of it - on earth. I know that I never
have had any arrangement to get any of
the land from any body.

Ques. 109

What is your best recal-
lection, whether you did
or did not tell Mr. Fletcher
what was asked you in the
next preceding question?

Ans

My best-recollection is that I did not
do it.

Ques 110.

Soon after Mrs. Bays
left Drigg Stampers house
and went to live with her
able or along about that
time, in this county on
Hallens Creek, did not
J. H. Hall one day tell

you he had heard that trouble was coming up over the land on which Grigg Stamper lived, and that he had heard that you were to have half of the land if the matter could so be managed to get Grigg out of the land and Venable get it, and further asked you if that was true; and did you not tell it was true you were to get one half of the land if Grigg could be beat out of it, or words to that effect.

Ans No. Hall and myself may have talked about the land, But-so far as me telling him that I was to get one half of the land, I said no such thing.

Ques 111 You and said J. Th. Hall once, perhaps in the summer of 1899, went to The Gab Orchard country to buy some sheep did you not?

Ans I remember us making the trip, but do not-remember^{any} the date.

Ques 112

On your way or return from this trip to the Crab Orchard did you not see said J. M. Hall that you were at Grigg Stamper's house one day, about the time Mrs. Bays was fixing to go to Bristol, and while there she got to talking to you about her and Grigg's arrangement, and in this conversation, she said she had bought the land in controversy for Grigg Stamper, and let him have it, that she had nothing more to do with it, then she was to have a home with Grigg when she wanted it as long as she lived, or words to this effect?

Objected to because any declaration of the witness, not on oath as to what Mrs Bays might have said to him, cannot prejudice her interests or rights, and further because the question is not in the nature of a cross examination, but evidence in chief, and the answer is binding on the part of the plaintiff, and therefore witness

cannot be contradicted thereon.

J. C. Noel for Defl.

Ans
Ques. 113

I had no such talk.
Do you know Mary Stam-
per, wife of the plaintiff?

Ans
Ques. 114

I do.
Where was she the night
before Mrs. Bays left for
Bristol from the plaintiff's
house?

Ans
Ques. 115

I do not know.
Did you see her the night
you say you were there, that is
the night before Mrs. Bays
started for Bristol?

Ans
Ques. 116

I have no recollection of seeing her
that night at all.
I think a little, and after
doing so, don't you re-
member that the time you
speak of being there ~~before~~
the night before Mrs. Bays
started for Bristol, was be-
fore Trigg was married?

Ans
Ques. 117

No. Trigg was then married.
And you say you went
there about dark that night
and stayed till late bed time

and yet can not remember
sufficiently whether you ^{or not}
saw Griggs wife there, do
you?

Ans My best-recollection is that she was
not there.

Ques. 117 Do you remember being
at Griggs house one even-
ing while he and his wife
were planting potatoes?

Ans I do not.

Ques. 117 Is it not a fact that on
the evening before Mrs. Bays
left for Bristol from Griggs
house you came down there
and took Mrs. Bays in
the house and had a long
talk with her, with no others
present but you and she,
and after some time came
out of the house with Mrs.
Bays following you, to where
Grigg and his wife were
planting potatoes; and did
you not then and there get
close to Grigg and his wife
and in a voice so they
could hear it, but not
Mrs. Bays, and say "you

are all right, she is going to
'make you the deed' or words
to that effect.

Objected to because immaterial and
irrelevant, and any answer thereto can-
not affect the rights of the defendants.

J.C. Noel for Defs.

Ans No sir. I did not, I was not there
that evening, and I never heard Mrs
Bays say any thing about a deed to
land until that night when she told
Trigg that she would not deed it to him.

Ans. 118

Sometime in the winter be-
fore Mrs. Bays made the the
deed to Uvabla for the land
in controversy, at Trigg Stam-
pers house did you not see
Trigg in the presence of his
wife "you would be bound
to swear that you heard
Mrs. Bays say that she
had bought the land in con-
troversy for Trigg, and she
intended for him to have it, and
that she was going to make
Trigg a deed to it as she had
agreed to, or words to that
effect.

Objected to because immaterial.

J. B. Noel for Deft's.

Ans I have no recollection about having any such talk.

Ques. 119 Who all was at Venables house on the day the Mrs. Brays made her deed to Mr. Venable?

Ans I remember of seeing G. B. Duff, Dr. Young, Berl. Venable, Mrs Brays, ~~and Venables~~ and myself outside of Will's Venables family. It seems to me that I saw Jeff Fannin pass along the road. I do not now call to mind any other persons present.

Ques 120 Do you remember talking with J. J. Fannan at the gate as he passed by?

Ans No.

Ques 121 Have you any impression as to whether you did or did not talk to Mr. Fannan at or about Venables gate as he passed by, on that day.

Ans I have none.

Ques. 122 You say you were at Earnest Sages sale at Silas Yarnalls, was this sale not ~~at~~ just the day before the deed was made to Venable by Mrs. Brays.

Ans I think the sale was ~~made~~ before the deed was made, but I cannot say how many days it was.

123

Was the Sage Sale before or after the time Mrs. Bays sent you to see Young & Duff.

Ans

124

My recollection is that it was ^{after} ~~before~~ did Duff & Young come to Venables on the day you told them to come?

Ans

125

My recollection is that they came the day that Mr. Duff said they would.

You told Mrs. Bays and Mr. Venable I suppose when Mr. Duff said he and Young would come did you?

Ans

125

My recollection is that I told Mrs. Bays. It may be that I told them both, any way I brought the word back.

Did not W. M. Venable on the day of Emmet Sage's sale go to see Duff himself or at least, ^{told} ~~told~~ you he was going to see him to get him ^{Duff} to come to his house?

Ans

126

If he did I do not remember it.

Do you remember coming

back from said sale a part
of the way with J. J. Fann-
man and James E. Gillen-
waters.

Ans I do not remember about coming
with J. E. Gillenwaters, but I ~~think~~ ^{think} that
I did come part if not all the way with
Fannin.

Ques 127

On your way home from the
Sage Sale did you not tell
J. J. Fannan that Mrs. Bays
was crazy and that W. M. Jura-
ble had then gone by Squire
Duffs to get him to come
to his house and try her for
lunacy the next day.

Objected to because immaterial,

+ + +

J. C. Noel for Defts.

Ans I don't remember of talking with him
on that subject.

Ques 128

On your way back home
from Sages Sale, or about
that time, did you not stop
at Jas. E. Gillenwaters house
and tell him that Mrs. Bays
was crazy, that you knew
she was because she had
offered to give and deed all
she had to you and your wife?

Objected to because immaterial.
the sanity of Mrs Bays is not in issue.
J. C. Noel for Defl.

Ans If I did I don't remember now, ~~though~~
~~might have said it~~

Ques. 129

Also at ^{said} Gillenwaters house
some ^{short} time before Sagis sale
did you not tell Mr. Gil-
lenwaters that Venable was
fixing for Trigg, that Mrs.
Bays was preparing to deed
all she had to Mr. Venable;
and so if Trigg should see
her, she would not leave any
thing to get any thing out of,
or words to that effect?

Ans Objected to because immaterial.

J. C. Noel for Defl.

Ans I don't remember of having any such talk.
Ques 130.

If you did tell Mr. Gillen-
waters the things asked you
in the next preceding questions
you told him the truth as you
understood it, did you not?

Ans Objected to because immaterial, and
because it ~~has~~ ^{asks} the witness to draw an
inference. The witness should only be
required to state what he said to Gillen-

waters, and what he knows about Venable fixing for Miss, and about Mrs Bays having deeded away her property etc. and the court can draw the conclusions as to whether it was true or not.

J. C. Noel for Defls.

Mr. If I did say it was not the truth, for I knew nothing about any chicanery on the part of Venable or Mrs Bays. ⁱⁿ ~~matter~~ But don't remember having any such talk.

Ques. 131

If you told Mr. Fletcher that if you could get a certain thing to work you would get a part of the land was that the truth or not?

Objected to because immaterial, and further because asking for an inference, the witness having already answered that he had no arrangement to get any of the land.

Ans

J. C. Noel for Defls.

If I had such talk, it was not the truth, for I had no arrangement to get any of the land.

Ques. 132

Some time in the Summer or fall of 1899 at V. J. Fannous house, did you not tell V. J. Fannous in the presence of his wife that about the time Mrs. Bays was fixing to go Bristol from

Drigg Stampus, you heard Mrs. Bays say she had bought the land now in controversy for Drigg and it was his that Drigg was to report her for it; and that ~~can~~ Mrs. Bays had agreed to make Drigg a deed for it, or words to that effect.

Ans Objected to because immaterial, and if the witness had such talk it ~~is not~~ cannot affect the rights of Mrs Bays.

J. C. Noel for ~~the~~ Deft.

Ans I do not remember having any such talk.

Ques. 133 Do you say you did not have such talk to said Frank in the presence of his wife, or simply mean to say if you did you do not remember it?

I don't say that I didn't have it, but if did I do not remember it.

Ques. 134. At Mr. Venable's house on the day ~~the~~ Mrs. Bays was making her deed to the land in controversy and at Venable's house did you not

go out to where F. J. Farnum
was, and did not this
conversation occur between
you and him: Farnum asked:
"How is Mrs. Bays"; then did
you not reply: "I can not
tell that she is much better,
but you know how a crazy
person is some days better
and some worse" and then did
not Mr. Farnum ask "What
does she talk about" and
to this did you not reply
"She first talks of dividing
me her land and then to Mr.
Venable's wife; and don't you
know she is crazy or she
would not be talking about
dividing me the land for I
am no akin to her" or
words to that effect?

1

Objected to because immaterial,

J. C. Noel for Deft;

Ans I don't remember having any such talk.
Ques 135 Did you not tell said Farnum
at Emmet Sages sale, the day
before said deed was made to
Venable by Mrs. Bays, that
Mrs. Bays was crazy and they

expected to have to send her off and that Dr. Spruce Buff was coming down next day to examine her, or words to that effect?

~~As~~

Objected to because immaterial.

Ans

If I did I have recollection of it.

Ques 136

Now, Mr. Hickman, was it not your purpose and object in being at Mr. Venable on the day Mrs. Bays made her deed to the land in controversy to Mr. Venable, to be a witness for him in the event the sanity of Mrs. Bays was ever questioned

Objected to because immaterial and irrelevant?

J. C. Noel for Defto.

No sir, it was not.

Ques. 137

Have you not taken considerable interest in the controversy between the parties in this suit in favor of the defendants, and are not your honest desires that they win out in this suit?

Ans

I have not taken any particular interest.

in the matter, but it is my honest-judgment that, if justice is done the defendant ought to win, ~~it~~.

Ques. 138

Did you not tell Sprigg Stamper at his house some short time before Mrs. Bays made her deed to Mr. Venable, that Mrs. Bays was getting all wrong again, and the fact that he, Sprigg, was claiming the land, and threatening to sue for it was the cause of Mrs. Bays mental trouble, and

did you not then & there ~~try~~ try and get Mr. Stamper to go and see his aunt and tell her he would rent the land from ^{her and} that she need not pay but a small rent for it? or words to that effect.

Ans.

I don't remember any such assurance.

(The defendant reserves the right to reintroduce this witness for re-examination and further this defendant suggests not:

W. J. Hickman

P. H. Larmer another witness of lawful age being duly sworn deposes and says:

Ques 1 Are you acquainted with Trigg Stamper and J. M. Stamper?

Ans. Yes

Ques 2 In the spring and summer of 1877, in what business were you engaged?

Ans. Mercantile.

Ques 3 During that said spring or summer did Trigg Stamper purchase any goods or farming implements at your store and have the same charged to Mrs Minerva Bayo? If so to what amount did he trade and what did he get?

Ans. Either J. M. Stamper or Trigg made arrangements with me to get some goods and have the same charged to Mrs. Bayo. and afterwards Trigg did get some gearing and things about farming ^{which} amounted to between \$8⁰⁰ and \$10⁰⁰ I suppose, and had ^{the same} charged to Mrs. Bayo.

X Ed by pliff.

Ques. 1 When did you see your books lost that showed the charges which you speak of?

Ans. Don't know. It has been quite awhile.

Ques. 2 Who paid for these things
do you remember?

Ans. I think Drigg settled
the account; I suppose
that fact. I don't know
with whose money he set-
tled it with. It may have
been with his own money
for all I know. I think
it was paid off with some
cattle money which he
had sold, though I am not
witness certain about it.

Claims And further this deposes.
2 days of 1st must say not.

P. H. Lawrence.

G. W. Small another witness of
lawful age, being duly sworn deposes
and says:

Ques 1 Please state your age, residence and
occupation?

Ans. I can not tell exactly my
age but I am between 30 & 35
years old; I live on the head
of Wallens Creek & am a farmer.

Ques 2 Where did you live during the years
of 1898, & 1899?

Ans. I lived on what was then

called the J. M. Stamper
land. I lived there about
15 to 16 months. I went
there in August two years
ago, I made one trap on
the Stamper land. I left be-
fore last Christmas, some-
thing like a month before.

Ques 3 Then if I correctly understand you, you
moved on the Stamper ^{land} in August-1899,
is that correct?

Objected to because leading
E. H. Pennington

Ans Yes.

Ques 4 Where did you live the year before you
moved on the Stamper land?

Ans. I lived on the Sam Barker
land in the back valley & north
of Hallins creek.

Ques 5 Are acquainted with Trigg Stamper
and Mrs Minerva Buys, two of the parties
to this suit?

Ans Yes. But I never knew ~~them~~ ^{them} till
I moved on the Stamper
land.

Ques 6 While you were living on the J. M.
Stamper land, and some time before Mrs.

Bays came back from ~~Trigg~~ Bristol to Trigg Stampers, or shortly after she had come back, did you hear Trigg Stampers say any thing about not letting his wife wait on Mrs Bays, and if so please state what he said about it?

Ans.

I went down by where Trigg now lives, and when I got opposite his house I halloed for Trigg like I always do when I become acquainted with any one, and Aunt Nure came to the door and said Trigg is not here, and I asked where he was, and she said he had gone the evening before across the ridge, and said she was very near froze and I looked around to see if there was any wood there, if there had I would have got down and cut some and built her a fire. There was no wood there to cut. Then she froze out and came here to Mr.

Knobles. After he Trigg
came back, he came
back by himself and
came on up to my house
and I said to him I was
looking for him to come
out, and he asked why,
and I told him because
I had a good fire. He
said he had been taking
his wife across the ridge,
that he would rather
pay ^{his wife's} ~~her~~ board than
to ~~have~~ her to wait on
Mrs. Bays. She said he
was going over the ridge
to get his wife to attend
to his land when he killed
his hogs and then take
her back. Said he had no
right to furnish anyone
to help Mrs. Bays, that
she was to do her work
herself; said he was not
to furnish anyone to help
her. That is all I know
right now.

Dec 7.

Do you remember of hearing about

Mrs Bays coming from Bristol, and going to the house where Trigg lived on the land in controversy, and when she arrived found the doors locked, and no one at home, and of her raising the window and entering the house?

Ans. I remember of hearing of this?

Ques. 8 Did you afterwards hear Trigg Stamper say any thing about prosecuting Mrs Bays for entering the house that way, and if so tell what he said about it?

Ans. He came to my house and told me and my wife about it, and said Aunt Mame had come down there and broke in his house, and by &c. he had a notion of getting out a warrant for her. He said I - &c. he did not like any such way as that. That is all he said.

X Examination.

Ques. 1 On whose land do you now live?

Ans. On Jacob Kimberling's land. My father is dead.

Ques. What time of the day was it

that you passed Triggs house
and halloawed for him?

Ans. Tolerbly soon in the morning.

Ques. 3 Were you riding or
walking?

Ans. Riding.

Ques. 4 Did you get down and
go in?

Ans. No sir.

Ques. 5 Then did you leave the
public road, or just
~~sat~~ on your horse while talking
to Mrs. Bays

Ans. I sat on my horse in the public
road in front of the house.

Ques. 6 Could see from where
you was the back porch
of Triggs house?

Ans. Yes. I could see straight-through.

Ques 7 Could you see in the din-
ing room and kitchen?

Ans. No sir.

Ques 8 Did you go around his
house to the wood pile?

Ans. I did not go around the house, but
went by the wood pile, right by the
~~corner~~ big road, I believe it is the south
west-corner of the yard fence.

Ques 9. Is there not a lane that runs northward from the public road and on the west side of Triggs yard fence?

Ans. There is a road that runs northward to the woods, ^{it is on the lower side of the house} from here, ^(Venerables house) and I believe on the east side of the house.

Ques. 10 Is there not a high bank between this lane and the public road?

Ans. There is a bank, though not a very high one. But it is nearly level from the Big road to the wood pile.

Ques. 11 Did you ride out this lane to see whether there was any wood in it?

Ans. No sir, I could see from my horse.

Ques. 12 Have you been along there recently?

Ans. It has been some time or four months.

Ques. 13 Where were you going the last time you passed there?

Ans. To the dedication of Rollers Chapel Church.

Ques. 14 What season of the year was it you passed there going to the dedication?

Ans. I think it was along in the summer

Ques 15 The summer of what year was it you went to the dedication of said Church?

Ans I don't remember what year it was, but I think it was last summer was a year ago.

Ques. 16 What year was last summer ~~was~~ a year ago, if you know?

Ans I don't know.

Ques. 17 What year was it you moved on the Stamper land?

Ans 1899.

Ques. 18 What year did you move off the Stamper land?

Ans I don't know.

Ques. 19 You say Grigg left Mrs. Bays without wood or axes to cut; how do you know he did this?

Ans Because I did not see any, she told me she was about-frozen, and didn't have any wood, I then looked and couldn't find any.

Ques. 20 You say you could not find any wood for her, where did you look for it?

Ans At the wood pile.

Ques. 21 Did you look for wood at any place else but at the wood pile?

Ans I looked in the front-yard, I could see over all the yard except that-back of the house.

Ques. 22 If Mrs. Bays had not have told you she had no wood, would have been willing to have sworn that she had none?

Ans No, for I would not have looked to see whether she had any. If she had not have said what she did, I would have rode on without thinking any thing about the wood.

Ques. 23 Do you know of your own knowledge that she had no wood that morning?

Ans No, Only I could see that she did not have any around the house, I could not see in the kitchen.

Ques. 24 Then if ~~she~~ you do not know of your own knowledge that she had no wood to cut, why did you in your examination in chief say "there was no wood there to cut".

Ans I do know of my own knowledge

that there was none there to cut.
I looked, and my eyes don't fool me.
Ques 25 Could you see in the rear
yard from where you were?

Ans No sir.
Ques. 25 Do you know of your own
knowledge that there was
no wood around that house
to cut; and do you know
there was no wood already
cut about the house or yard
somewhere?

Ans Objected to because, the witness
has already answered in his answer
to ques 23, of his cross examination, which
ques is practically the same as this.

J. B. Noel.

Ans No: I could not see in the house, or
back of the house, but I do know
there was none that I could see.

Ques. 26 Did you come from Triggs
to Variables that day with
Mrs. Bays or see her come?

Ans No. She didn't come until the next
morning.

Ques. 27 How do you know Mrs.
Bays froze out before she
left Triggs?

Ans She told me so.

Ques. 28 Did you see her come to Venable's, or had she got to Venable's before you saw her?

Ans I saw her, just as she came by the house when I was living.

Ques. 29 What year and month was this you saw her?

Ans I just can't tell you.

Ques. 30 Was it in the Spring or winter?

Ans It was in the winter.

Ques. 31 Before or after Christmas was it?

Ans I can't tell you.

Ques. 32 What is your best recollection whether it was before or after Christmas you saw her going to Venable's.

Ans I believe it was along after Christmas but I won't say for certain.

Ques. 33 How much snow was on the ground that day?

Ans There wasn't any.

Ques. 34 Was it clear or cloudy?

Ans I don't remember.

Ques. 35 Don't you remember of seeing snow that year before

Ques. 35 You saw Mrs. Bays going to Venables?

Ans. Yes. several times, shifts of snow.
Ques. 36 Do you remember of seeing Mrs. Bays back any more at Driggs house after she came to Venables that morning?

Ans. No. I don't remember of seeing her there any more.

Ques. 37 After this, did you not see her nearly every day at Mr. Venables?

Ans. No, sir. I did not. But soon after I saw her coming. Mr Venables mother got sick, and I would come to Mrs Venables house, most every day to see Mrs Venable, and I would see Mrs Bays there. She would sometimes come down where I lived, from Mr Venables to see her sister Mrs Davis who lived there.

Ques. 38 ~~You told me~~ Were you at Driggs house when he came back from across the ridge?

Ans. No sir, he came to my house.

Ques. 39 Which way did he come to get to your house that day?

Ans. Up the road from towards his home!

Ques. 40 How many days was ^{it} ~~this~~ that Grigg came to your house after you saw Mrs. Bays going to Venables, the first time?

Ans The ^{same} ~~next~~ day evening.
Ques. 41 Do you know was it before or after you saw Mrs. Bays coming to Mr. Venables you heard Grigg threatening to get out a warrant for Mrs. Bays?

Ans It was after ^{words} ~~the same day~~
Ques. 42 Do you know where Mr. Venable took Mrs. Bays to when you saw them going down the road?

Objected to because the witness has not yet testified any thing about Mr Venable taking Mrs Bays down the road, so far as the depositions show.

J.C. Noel for Deft.

Ans No, only what they told me.
Ques. 43 Where was you when Mrs. Bays came back from Bristol?

Ans I was at home on the J.M. Stampers land.

Ques. 44 Who brought her?

Mr. Venable brought her from the railroad.

45 That year & month was
it Mr. Venable brought her
from the railroad

Mrs I don't know, but it was the year I lived
on the J. M. Stamper land.

46 Was it in the Spring or
Summer he brought her
from the railroad?

Mrs. It was in the fall, if I mistake not.

47 Had fodder been pulled
when he brought her?

Mrs I don't remember.

48 Had the corn been gather-
ed when he brought her?

Mrs No sir.

49 The did you first tell
what you knew in this
case to?

Mrs I don't recollect of telling it to any
body but my wife.

50 When was it you and
your wife last talked about
it?

Mrs Last Monday evening.

51 How long before last
Monday evening was it you
and she had talked about it?

Mrs I just couldn't tell, we have talked

about it pretty often, ^{alone} ever since it occurred.

52 How did you first know you might be a witness in this case, and who told you you might be a witness?

Ans Tom Pugh told me last Monday was a week ago, while I was at Glanville's store. I had not been down in this neighborhood before then, since I moved away.

53 Had you heard that Trigg and Venable was lawing about the land in controversy before you were told by Sam Pugh you might be used as a witness?

Ans Not.

54 Before you left ~~the~~ the Stamper land and went up the creek to live had you heard that there was a probability of a law suit coming up about the land? if so who did you hear talking about it?

Ans Yes. I heard Trigg, Stamper, his father, and his brother Ray.

55 Did you ever tell Mr. Venable

or hear him talk about the
Grigg talking about lawing
over the land.

Mrs
witness
claims
2 days \$1⁰⁰

I don't know whether I did or not; it
has been a good ways back, and I didn't
pay much attention to it, so it did
not concern me.

And further this deponent says, not:
G. W. ^{his} + Small
mark.

Maggie C. Hoffman another witness
of lawful age being duly sworn before
and says:

Ques 1
Ans.

State your age and residence?
29 years old and live on
Wallens Creek in this County.

Ques 2

Are you acquainted with Trig & Stump
and his wife Mary?

Ans.

Yes.

Ques 3

Did you ever live with them at
the place where they now live?

Ans.

Yes. Our work

Ques 4

While living with them, do you
remember hearing Trig's wife say any
thing about Mrs. Bays coming back
to their house from Bristol, and if
so please tell what it was she said?

Objected to because nothing
said by Griggs wife or
any other person can prej-
udice the rights of Mr. Stam-
per, unless in his presence and in which
he concurred. Remington for Plff.

Ans. She ^{was} said she was looking
for her, ^{Mrs. Bays} to come back to Mrs.
Stamper's funeral, that is
Griggs mother's funeral. Not
at that moment did she
say any thing else. Afterwards
I heard her say she was a-
fraid to stay with her; she
was afraid she wanted
"pisen" her, and she was
going over home to stay, un-
til Mrs. Bays moved away
from there or until Griggs
moved his things away.

That is all I heard. I don't
remember the year & month when I heard this
On what occasion
Ques 5. ~~When~~ did this that Mrs. Stamper
had this talk to you?

Ans. It was the week I was
cooking there for Mrs. Stam-
per's funeral to be preached.

X Ex

Ques. 7 Who was Griggs wife talking

to whom you heard her talking?

Ans. No one.

Ques. 2 Where were you and she at at the time?

Ans. We were sitting in the big house.

Ques. 3 What time of day was it?

Ans. I don't remember.

Ques 4. ~~What~~ Who else was in the room with you and her at the time?

Ans. No one.

Ques. 5 Do you know where Drigg was at the time?

Ans. No. She was gone from

Witness claims house.

her attendance And further this deponent ^{her} says to wit:
2 days \$1.00. Maggie + Chapman
nook

Alex Hamilton another witness of lawful age being duly sworn deposes and says:

Ques 1 State your age, residence and occupation?

Ans. 24 years old, Reside on Hallams Trk in this county, and am a farmer.

Ques 2 Do you know the land in

Controversy?

Ans.

Yes.

Ques 3

Are you acquainted with Trigg Stampers and Mrs Manerva Bays?

Ans.

Yes

Ques 4

Since Trigg Stamper has been living on the land in controversy, and while Mrs Bays was living with him, did you ever try to rent any of said land from Trigg Stamper, and if so tell what he said about it?

Ans.

I did try to rent a portion of from Trigg, and when I named renting to him he told me to come down and he would see Mrs. Bays, and they would rent to me.

Ques 5

Did you go down to ^{Trigg's} house to see him and Mrs Bays, as requested, and if so please state what was there said by Trigg and Mrs Bays about the land?

Ans.

Yes, I had been there some time and Trigg said, ^{and Mrs} Alex has come down to see about that renting, and she said to him for him and me to talk over the contract and if it suited her she would stand to it, and

if it did not suit her, she would then tell what she wanted to do about it. She then he proposed suited her, and Trigg and myself at the time, but I did not afterwards cultivate the land so talked about. I was on the place living at this time, but I moved off the land and did not take it. I afterwards told Trigg I wanted to give it up and he accepted it and said it was all right. and so I moved away.

Ques 1 While you were talking with Trigg and Mrs Bago about ~~the~~ renting the land, and when Mrs Bago told Trigg to talk it over with you and if the terms suited her she would stand by it, ^{it} did Trigg then claim the land to be his, or any thing like that?

ans. ~~He~~ did not ^{say} any thing about it being his.

X Ex -

Ques 1 Did either one of ~~them~~ ^{them} say

any thing at that time about
which claimed the land?

Ans. Yes.

Ques. 2 Then nothing was said as
to its ownership was it?

Ans. No

Ques. 3 At what season of the year
was this ~~you~~ ^{you} rented
said land?

Ans. In the fall, but I don't
remember in what year.

Ques. 4 How long had Trigg been
living there and how long
had Mrs. Bays been there
at that time?

Ans. Mrs. Bays had been
there something like a
year and Trigg had been
there a little longer than
she?

Ques. 5 Were you not living
on this land when Trigg took
possession of it?

Ans. Yes.

Ques. 6 While there on the land
did ^{you} not frequently hear
Trigg say it was his land,
that is claim it?

Objected to because self serving.

on the part of the plaintiff.

J.C. Noel for Defs.

Ans. I don't remember whether I did or did not.

Ques. 7 At the time you made the contract to rent a portion of said land, were Grigg and Mrs. Bays on friendly terms?

Ans. I thought so. I saw nothing in their actions to make me think otherwise.

Ques. 8 In what year did you move off of said land?

Ans. I don't remember the year; but it was something like three years ago. I moved off

~~Ques. 9~~ before she went to Bristol I think. It was in the

Witness Spring that I moved off the land.

Claims for two days \$100 And further this deponent - sayeth not.

his
Alex + Hamilton
mark

The further taking of these depositions is adjourned until to morrow morning at 8 o'clock, at the same place as mentioned

in the caption, This August-8 1901.

Geo. M. Durham. J.P.

Met pursuant to a adjournment.

This August-9 1901. at the dwelling house
of W.M. Venable.

Geo. M. Durham. J.P.

Lafayette Hamilton another witness
of lawful age being first duly sworn
deposes and says:

Ques 1 State your age, residence and occupation
Ans. 50 years old; reside on
Hallers Creek and am a
farmer.

Ques 2 Do you know the land in controversy?
Ans. Yes.

Ques 3 Are you acquainted with J.M. Stamper,
Minerva Bays, Trigg Stamper and
W.M. Venable, if so how long have
you known them?

Ans. I know them all. Have known
Trigg & J.M. Stamper and
Mr. Venable very well for the
last five years; and have
known Mrs. Bays since very
long-ago.

Ques 3 Do you remember when Mrs Minerva
Bays moved on the land in controversy
in the house with Trigg Stamper?

Ans. Yes.

Ques 4 Where were you living at the time Mrs Bays moved on said land?

Ans. ~~On a part of the land~~
~~in a house~~ on Mr. Fur-
gusons land I believe; I had
a lease on a part of the
land at the time she moved
on said farm.

Ques 5 What did you do with your lease after Mrs Bays moved on said land?

Ans. I sold it to Mrs. Bays
for either \$22⁰⁰ or \$24⁰⁰. I
would not be positive which.

Ques 6 Who negotiated the trade with you for Mrs Bays?

Ans. Mr. J. M. Stamper named
it to me.

Ques 7 What right or power did he claim to hold from Mrs Bays, at the time he proposed to buy out your lease for Mrs Bays.

Ans. He claimed to have a power
of attorney from Mrs. Bays,
if I am not mistaken.

Ques Please tell all that was said and done between you, J M. Stamper and Mrs Bays concerning the purchase of your said lease?

Objected to any thing that
either of said parties may
have said to each other, unless
Grigg Stamper was present and
concurring.

Remington for Plff.

Ans.

Mr. J. M. Stamper wanted to
me about buying the lease.
I told him I would sell
it; some time previous to
that time, I don't remember
how many days, I mean after
he first wanted buying the lease,
he came and we measured
the land, and then he told to
go down and Mrs. Bays
wanted buy me out; that
he had a power of attorney
from her but he was not do-
ing any business for her,
that she could get around
and see about herself; she
and I went down to Griggs
and he told Mrs. Bays,
that I had come to trade
with her. She and I agreed
upon \$22⁰⁰, or \$24⁰⁰ for it,
and she paid me \$20⁰⁰ then
and the other afterwards. Grigg

was not at the house at the time; I think he was out on the place somewhere at the time. I do not know that he knew what was going on about the trade. It bears on my ~~best~~ mind that ⁱⁿ Trigg might have secured buying my lease before Mr. J. M. Stamper first named buying to me.

X Qx

Ques. 1 Was the lease ever sold to Mrs. Bays afterwards cultivated by any one, if so by whom?

Ans. My recollection is that went into Trigg and Mrs. Bays hands, and after the crop which was growing on it at the time I sold the lease, was taken off, I have not been back on it. I got the crop which was growing on the lease at the time I sold the lease. I don't remember noticing what it was next cultivated in.

Ques. 2 If you do not remember of noticing what it was cultivated in after you left.

Witness
Claims two
days \$1.00

You can not say them
who took possession of it &
used it afterwards can you?
whether Trigg alone, or Mrs.
Bays alone or Both together?

Ans.

No sir.

And further this defendant - says not.
Lafayette ^{this} + Hamilton
mark

Rebecca Gibson another witness of
lawful age being duly sworn deposes and
says:

Ques 1
Ans.

State your age, and residence?

I don't know exactly how old
I am, but I reckon I am going
on 46 years, and we reside
Hallens Creek.

Ques 2

Are you acquainted with Trigg Stamper
and Mrs Minerva Bays? and if so
how long have you known them?

Ans.

I know them both, I have
known Trigg 11 or 12 years and
have known Mrs. Bays as long
as I have Trigg.

Ques 3

Ans.

Do you know the land is controversy?
Yes. He lived on land
adjoining it, at the time Trigg
came on the land.

Ques 4

Do you remember about Mrs

Ques 3 Bays moving on the land with Trigg?
Ans. I remember about Mrs. Bays moving there; she moved there before Trigg took any thing on the place.

Ques 4 Had Trigg done any work on the land before Mrs Bays move on the place?

Ans. I don't remember whether he had or not.

Ques 5 Had Trigg ~~moved~~ ^{been living} on the land before Mrs Bays moved there?

Ans. If he had, I don't know it: he passed backwards and forwards down there; he stayed most of the nights with his father as well as I recollect.

Ques 6 Did ^{you} visit Mrs. Bays right-frequently while she live there on the land in controversy? If so about how often?

Ans. I was there several times while she was living there; but how often I don't remember. I would go some times and stay a half of a day at a time.

Ques 7 Did you visit ^{Mrs Bays} ~~her~~ any during the winter season while she was living there?

Ans. I think I did some, but

how much I don't recollect.

Ques 8 When you would so visit - her would you find her with comfortable fires and plenty of wood?

Objected to because because leading; it would have been just as easy to have asked what kind of fires & and amount of wood she had.

Remington for Plff.

Ans. No Sir, she would not have much fire or wood.

Ques 9 On some of your said visits how much wood ~~was there on the place~~ could you find about the house and wood yard?

Ans. Sometimes when I went down there, there would not be any wood in the wood yard, and sometimes a little log not chopped up.

Ques 10 Where would Trigg be when you went to visit Mrs Bays on these occasions?

Ans. I don't know. He would be off; and sometimes he would come in while I was there and go away after a little. I never asked him where he had been

Ques 11

Did ever stay over night with Mrs Bays while she lived on the said land; if so would Trigg stay there?

Ans.

I have stayed there with Mrs. Bays when Trigg was not there; and no one else there; and I have also stayed there sometimes when Trigg was there.

Ques 12

On the occasions when you stayed over night with Mrs Bays, ~~who~~ when Trigg would not be there, who would get you to stay?

Ans.

Mrs. Bays would ask me to stay, when I did not go of my own accord.

Ques 13

Who did the cooking, house-keeping, washing and ironing for Mrs Bays and Trigg while they lived together on the land in controversy?

Ans.

I don't know of any one else doing it but Mrs. Bays. She always did the cooking and what little washing they had, while I was there.

Ques 14

Did you ever visit Mrs Bays while she and Trigg were living together on said land, after Trigg was married

and had brought his wife home? & so whom would you find doing the house work on those occasions?

Ans. I don't think I was there more than once after Trigg married, and this time; ~~then~~ both Mrs. Bays and Triggs wife were sitting around in the house, and neither of them was doing any thing that I remember of.

Ques 15. While Mrs Bays and Triggs were living together on said land, do you know of Mrs Bays buying any hogs? & if so from whom did she buy them?

Ans. Yes, she bought one shorthorn from my husband.

Ques 16 Did you ever see said shorthorn any more? & if so where, and who was feeding and tending to it?

Ans. I did see it at the crib on said land; I was there one day and she started to feed it and asked me to go with her and see how it was growing.

X Ex

Ques. 1. What did she feed the shorthorn?

Ans. Slop and scraps from the table, and milk.

Ques. 2 How much did she give your husband for this shoot?

Ans Fifty cents.

Ques. 3 How old a big was it at the time she bought it?

Ans I don't know exactly how old it was, but it was a right smart little shoot. I am no scholar, and could not tell how old it was or how much it would weigh.

Ques. 4 Who took the shoot to Triggs house from your house?

Ans My husband. He carried it.

Ques. 5 When did you move away from the house you were living in at the time Trigg & Mrs. Bays moved on said land?

Ans We moved away before Trigg was married but I don't know just when we did move.

We have been away from there over three years.

Ques. 6 In what season of the year was it you moved away from the house you was living in at the time Trigg & Mrs. Bays came on the land.

Ans. It seems to me that we moved away from there towards the last of November. This is the best I recollect about it.

Ques. 7 Where was the house you was

living in at the time Trigg & Mrs. Bays moved on the land, and who is now living in it if you know.

Ans In a little boxed house right up above the house ^{in which} Trigg and Mrs Bays lived. The house was on Hontons land and Mr Tonkess lived in it the last & knew of it. It is something like 200 yds from where Trigg and Mrs Bays lived.

Ques. 8 Where did you go from this house & how long did you live in it before you moved again?

Ans We moved to Dry Branch, and stayed about a year, we then left the Dry Branch house and moved into a little house on Mr Venables land, we stayed there till we made a crop, something like a year or so I remember ~~and we then~~ it was perhaps early winter or late fall when we moved to where we now live, The present crop is the second one we have raised on the land where we now live.

Ques. 9 When did Mrs. Bays move on the land in controversy?

Ans She was there all that summer, at least she was there through fruit-^{drying} ~~growing~~ season.

Ques. How far from Triggs house to the Dry Branch house you

Moved in?

ans. Some 8 or 9 miles.

Ques. 11 After you left the house near Briggs and went to Dry branch near Pennington Gap, when was the first time you came back to Wallus Creek?

Ans The following spring.

Ques. 12 To whose house did you go and how long did you stay on Wallus Creek until you went back home on Dry branch?

Ans Mr Venables Mr Glossing Mr Flenoy, and stopped in to see Mrs Bays. I only stayed one night on the creek on this visit. That was at Mr Glossing. I only stayed a few minutes with Mrs. Bays.

Ques. 13 Had you not planted your corn ^{before} you came over on this visit from Dry branch.

Ans I don't think we had.

Ques. 14 When did you come from Dry branch again to Wallus Creek after you went back home?

Ans I don't remember of coming until we were moving back to Wallus Creek on Mr.

Venable land.

Ques. 15

After you moved back on Hallums Creek from Dry Branch to Mr. Venables land, when was the first time you ever visited Mrs. Bays at Triggs house, if you remember?

Ans

Ques. 16

I don't remember just at this time when was the first time you remember being there at Triggs house after you left Dry Branch?

Ans

At this time, the first visit - I remember was one day as my husband and myself went down to the store. I just stopped a little while not hardly an hour.

Ques. 17

When is the next time you remember being at Triggs?

Ans

That is the only time that I now remember of being there since we came back from Dry Branch.

Ques. 18

If you had ^{since} have been there at other times, don't you think you would have remembered it?

Ans

Yes.

Ques. 19

Before you left down ^{and went to Dry Branch} there, you say Mrs. Bays

sometimes when Drigg was gone from home, would ask you to stay over night with her; when was the first time you remember of staying there when Drigg was gone?

Ans

I don't remember what was the first night. I took no notice to that.

Ques. 20

Do you remember any particular night staying with her when Drigg was gone, if so, what makes you remember it?

Ans

I don't remember any particular night. When she asked me to stay with her I would always stay.

Ques. 21

Did Drigg ever ask you ^{over night} to stay with Mrs. Stays when he was going away, that you remember about?

Ans

If he did I don't remember any thing about it.

Ques. 22

Do you have any idea of the number of nights you ever stayed at Driggs house? Have ^{you} stayed there as many as six all told?

I have no idea at this time how many

though I have been there ^{some} several.

I could not say at this time whether or
many or six or not.

Ques. 23

How long had you been living
in the little Boxed Horton
house before Mrs. Bays came
on the land in controversy?

Ans

I can't say. for I don't at this time
remember which moved there first - us or
Mrs Bays.

Ques. 24.

And further this defendant says etc.
that.

Witness claims
for two days
\$1.00

Rebecca ^{her} Gibson
mork

Larkin Gibson another witness of
lawful age being duly sworn deposes
and says:

Ques 1

State your age, residence and
occupation; and acquaintance with
the parties to this suit?

Ans.

I am 53 years old, reside on
Hallens Creek and farmer; I know
the parties to this suit. I have known
Venable & Stamper 8 or 9 years, and
Mrs. Bays about the same time.

Ques 2

Do you know the land in
controversy.

Ans.

Yes

Ques 3

Did you ever ~~try~~^{try} to lease or rent
any of said land from Trigg
Slater while he and Mrs Bays
lived together on it; if so state
what he said about?

Ans.

Trigg at one time said he
wanted to rent some of it to
me; I said to him: "Now Trigg
I would like to know some
thing about this, if I can't
get land from you, I will
have to look out somewhere
else", and he replied: I can
not do it now; I will have
to see Aunt Merce and ~~see~~
converse with her about it.

Ques 4

Were you ever at the house where
Trigg and Mrs Bays lived together on
the land in controversy while they were
living there? If so tell what kind
of fires they had and how much wood
was about the house, if you know?

Ans

I was there some several
times; but I do not know
how many times I was there,
sometimes there would be but
little fire, there was wood

cut the wood yard, I have cut wood once or twice and made Mrs. Bays a fire.

Ques 5. Was the wood in the wood yard cut up ready for making fires?

Ans. No. I cut it myself.

Q 6. Where was Triss if you know, when you would go there and find but little fire and no wood cut?

Ans. I do not know. She was not about the house that I saw.

Ques 7. Was it in ^{a warm} cold weather when you would go there and find Mrs Bays with but little fire and no wood cut?

Objected to because leading
Parrington for Pitty.

Ans. Yes. There was snow on the ground.

Ques 8. Who would ask you to cut the wood, if any body?

Ans. Mrs. Bays.

X Ex -

Ques. 1. Was this before or after Trigg had married?

Ans. After. Ito. it was before

Ques. 2. Where were you living at that time, on Mr. Vinales land or on Mrs. Mithams land?

ans.

On Hare Hartons land.

ques. 3

In what year was it you cut this wood?

ans.

I can't answer that. I don't know any thing about dates; I am destitute of any education.

ques. 4

About how ~~long~~ many years ago has this been?

ans.

About 4 years ago, I would be positive about it.

ques. 5

Where did you move to from the said Horton land

ans.

On Dry Branch on John Hughes land above Pennington Gap, Va.

ques. 6

In what year & month as near as ^{you} can tell, was it you moved from the Horton land to Dry Branch.

ans.

I can not give the year, but I think it was in the month of November. I remember of fixing to go to Dry Branch, but did not go ^{I shortly and a few} ~~until~~ a days ~~or two~~ after the November election of that year. I stayed to vote before I moved.

ques. 7 Who were the Candidates
in that Nov. election and
for ^{what} office were they running?

ans. I can't tell, for I don't know.

ques. 8 Can you not remember who
voted for in that election.

ans. No.

ques. 9 Who fixed your ticket or
had it done?

ans. I don't know who fixed
it at that election. Mr. Dur-
ham fixed it once and Mr.
Whitaker generally fixed it
for me.

ques. 10 Who told you to get them
to fix it?

Objected to, because immaterial as
to whom he voted for, or fixed his ticket,
or told him to get-it-fixed or any
thing connected therewith.

J. L. Noel for Deft.

ans. I don't remember.

ques. 11 Did you vote in the morning
or evening at that Election?

ans. I ^{don't} recollect.

ques. 12 Were you paid for going
to election that day?

ans. No, that I recollect about.
If I had have been paid I think

would recollect it.

ques. 13

Have you ever been paid for going to any election?

ans

Objected to because immature.

J. C. Hall for Defto.

ans

I don't remember of ever being paid to go to an election, but I have got money at elections.

ques. 14

How much was the most money you remember of ever getting at any election?

ans.

Ten dollars.

ques. 15

How much was the least ^{remember of} you ever got any one election?

ans.

I don't remember.

ques. 16

Did you get any thing at the last election you went to?

ans

No.

ques. 17

When was the last time you got any money at an election?

ans.

I don't recollect.

ques. 18

When was it you got the ten dollars?

ans.

Several years ago. It was when I lived in Wicks County.

Re Examined.

Does

Have you got any money in an election in the last two years?

Ans Not that I recollect of at this time.

Ques 2 In what election did you vote last?

Ans Last May.

Ques 3 Did you vote in the election when Rhoe and Walker were candidates the last time?

Ans Yes Sir.

Ques 4 Did you get any money in that election?

Ans I don't strike my mind that I got any. I don't recollect.

Witness
Claims for
days \$/00

And further this deponent ^{his} says to wit.
Larkin ^{his} + ^{his} ^{work}

Minerva Bayo another witness of lawful age being duly sworn deposes and says:

Ques. 1 State your age and residence?
ans.

I am seventy-two years old; and Reside a part of the time in Wal-lens Creek in La Comity, Tex. and a part of the time in Bristol, Tex.

Question 2 Are you one of the defendants to this suit?

Yes.

Ques 3 Are you acquainted with J. M. Stamps, Trigg Stamps and W. M. Venable?
Yes.

Ques 4

What relation are you to said J. M. and Trigg Stamper, and W. M. Venable?

Ans

J. M. Stamper is my brother-in-law, and Trigg Stamper and W. M. Venable are my nephews.

Ques 5

Where did you reside during the year 1896? and how long had you been living there?

Ans.

In Bristol. I had been living there, some about 17 or 18 years

Ques 6

Do you remember of J. M. Stamper visiting you at your home in Bristol in the fall of 1896, and staying with you some two or three weeks?

Ans.

I remember him being up there and helped build me a stable and he stayed with me some time, but I do not remember in what year it was.

Ques 7

While there at your home, on the trip when he helped build the stable, did you authorize him to buy you a farm? If so what farm was it that you authorized him to buy?

Ans

I don't think I authorized him to buy me any farm at the time mentioned in the question.

I think it was since

Ques 8

At any time since the time you say he helped to build the stable, did you authorize him to buy you a farm? if so what farm?

Ans.

I did authorize to buy the farm in Cantonbury; but did not authorize him to do any thing else.

Ques 9

At the time or about the time you authorized him to buy you the farm in controversy, did he present to you for you to sign and acknowledge any paper? If so did you read said paper? And what did he represent said paper to be?

Ans.

He did present me a paper, and represented it to be a power of attorney to buy this farm in Cantonbury. I don't know that I ever saw it. I know I never read it, and I don't recollect that it was read to me, if it was only a part of was read to me. (Here the witness was shown exhibited "A" filed with J. M. Staines deposition and asked to say whether it was her signature to it) to which after looking

at the signature she said:
I don't know whether it is
my signature to it or not,
but it resembled it; I expect
I signed it.

Dec 9

Did said J. M. Stamper inform
you at the time you signed said
power of attorney, or at any other time,
that it gave him the general management
and control of your property, or that it
contained any other matter than of
authority to buy the land in contro-
versy for you?

Objected to because no plead-
ings in this cause disputing
or denying the authority contained
in said power of attorney; It is
under seal, duly acknowledged
and therefore can not be dis-
puted except for fraud or
mistake, and an issue made
up for that purpose. It is her
own deed and speaks for itself
and the signers can not dis-
pute it.

Pennington for Plff.

No.

Did you afterwards learn what

ans.

Dec 10

115
said power and authority, said paper
conferred upon him? If so, When did
you learn it and what did you
do?

ans.

I learned what ~~power~~ ^{it} confer-
ed ~~it~~ ^{and} contained after I came
to Hallums Creek, and I had it
took out of his hands - at Jues-
ville. I called for it and he
would not give it up, and
then I got Judge Morgan to
attend to it for me.

Ques 11

Do you know why Trigg Stamper
the plaintiff, came back to Virginia
from Missouri?

ans.

I wrote to him I was going
to buy the farm in controversy,
but I do not remember what
I wrote him; he answered
me he would come back
and run the farm for me.
I have looked for his letter
and can not find it.

Ques 12

Did you tell J. M. Stamper
why Trigg came back to Virginia
from Missouri?

ans.

No.

Ques 13

Did you tell J. M. Stamper, that
you had written to the plaintiff

to come back from Missouri and
you would buy him a farm on
Wallins Creek, and that you owing
to having no health in Bristol
would break up house keeping in
Bristol, and come and live with
him during your natural life on the
farm, and that when the land trade
was closed, you would move down
and set up house keeping with Trigg
the plaintiff; and that so soon as he
J. M. Stamps had completed the trade
for you about the land, for the plaintiff
to go ahead and take possession of the
land, and plant his crop?

Ans.

Some of this I said and
some of it I did not. I don't
know that I said I wanted
to buy Trigg a farm, but the
farm, I did not tell him that
owing to having no health in
Bristol, I would break up
house keeping there and come
and live with him during
my natural life on the farm.
I had good health in Bristol
except once I had fever.
I told him I would come

down and for Trigg to take possession of the land. I had not been at Briggs long until I found out I had made a mistake in going to live with him. I told Mr. Stamper to tell Trigg to plant a crop on the land in controversy.

Ques 14

Is it a fact that J. M. Stamper had since the death of your husband up to the time he purchased for you the land in controversy, had transacted your business affairs?

Ans.

No. I had an administrator, who was Mr. East. Sumner of Bristol, and Mr. Vance of Bristol was my lawyer. They did all my business until a few years ago. Sometimes when Mr. Stamper would come to Bristol I would get him to look after some of my affairs.

Ques 15

Did you tell J. M. Stamper to purchase the land in controversy for Trigg Stamper, the plaintiff?

Ans.

No. I told him to purchase it for myself.

Ques 16

Did you tell J. M. Stamper that the reason why the land was purchased, was for the plaintiff, was for the purpose

for you to come and make your home on the premises with him?

ans.

I told him if Trigg ^{trusting} ~~did~~ me right I would give it to him when I was done with it

Dec 17

Did you tell J. M. Stamper to write to Trigg, to come back from Mo, and if Trigg would do so, and would give you a home and board for life with him, you would buy said land and deed it to him as soon as you came down from Bristol?

ans.

I told him to write to Trigg and he replied "You write." I did not tell him to write him to come back from Mo., and if he would do so, and give me a home ^{& board} for life with him, I would buy said land and deed it to him as soon as I came down from Bristol. I never thought of such a thing.

Dec 18

Did you tell J. M. Stamper that you would write and that you had already written to Trigg?

ans.

I told him I would write

I don't think he was there
where I wrote.

Ques 19

Did you tell J. M. Stamper that
you had made Trigg the proposition,
that you would buy Trigg a farm
and come and live with him if
he would come back to Va? And
did you tell him that Trigg had
accepted your proposition?

Ans.

No, not as I know of.
J. M. Stamper was not there
when Trigg answered my
letter.

Ques 20

While J. M. Stamper was at your house
in Bristol, did you tell him to tell
Trigg as soon as the deed was made
to said land for him to go take possession
of said land and go to work on it;
under the proposition you had made
him, "which was ^{that} if he would give you
a home during life and bond, the land
was to be his?

All the questions from No.
13 to 20 inclusive and the
answers to each are objected
to because leading; the wit-
ness should be asked what
she knows on the various
points and let her tell what

occurred from her standpoint;
and have the depositions
of other witnesses quoted
to her and then asked whether
she said, did or knew of
such things.

ans. *Remington for the plaintiff*
I did not say that last
part. I told him to tell Trigg
to take possession of the land
and go to work on it; but
the other I did not say.

Ques 21 State whether or not you authorized
J.M. Stämpfer to make a contract
with Trigg Stämpfer, to the effect that
if Trigg would give you a home and
board on the land during your
natural life, that the said land was
to be his own?

ans. No, I did not. I never
gave it a thought. There was
but little said, no way.

Ques 22 State whether or not, J.M. Stämpfer
told you when he came to Bristol
in May or June 1897, and after Trigg
had taken possession of said land,
that Trigg understood that you
were to make him a deed to

the said land in consideration that he (Trigg) would give you a home and board for your natural life?

Ans.

No. she never told me a word of it.

Ques 22

State whether or not, ~~that~~ a few days before you left Bristol to come on the farm in controversy, ¹⁸⁹⁷ along about the last of July, you told J. M. Stamper that you had a strong notion of making the deed to Trigg before you came down from Bristol? and whether he replied to you that you could just suit yourself about that, that he knew the metes and bounds of the land, that you could make it there or after you came down according to your contract? And also state whether you then said that you believed that you would just wait till you came down to make the deed?

Ans.

I know I said nothing about making Trigg a deed, and if J. M. Stamper said anything to me about it, I have no recollection about it.

Ques 23

If he had have said any thing

to you there about making Trigg
a deed, do you think you would
have remembered it?

Ans.

I do. He never said anything?

June 24

State whether or not at the
time you authorized J. M. to purchase
the land in controversy for you, or
at any other time, that you told
him to have the deed to said land
made to Trigg if he saw proper?

State also whether or not that he then
told you that he would ^{not do it:} ~~not do it~~
~~have it made to you~~ as people would
would say that he was trying to
defraud you out of your ^{land} property,
for his son, that he would have
it made to you and that you
could have it made to Trigg? And
also state whether or not said that
would be all right?

Ans.

I said nothing of the kind.
There was not much talk a-
bout it any way. The land was
bought for myself.

June 25

State whether or not, that you
showed J. M. Stamper, a letter you
had written to Trigg, containing the
proposition, that if he Trigg would

Come back to Va. from Missouri;
and give you a horse and board
that you would buy him the farm
in controversy?

ans.

No.

Ques 26

While Trigg was in Missouri, how
many letters did you write him about
coming back to Virginia?

ans.

I only wrote one.

Ques 27

State whether or not ⁱⁿ the letter you
wrote to Trigg ~~to come~~ about coming back
to Va, that you told him if he
would come back you would buy the
Breton land for him, that you had
no health in Bristol, and that you would
^{to come} to the country to live, that he was
the one you wanted ^{to} live with, and
that you wanted to do something for him,
and that all you wanted off the place
would be your support, and that you
would deed the land to him?

ans.

I just wrote a letter; I
don't know for my life what
was in it; but I know I did
not say any thing about my
support or deeding it to him.

Ques 27

Did Trigg answer the letter which
you wrote him?

ans

He did.

Ques 28 Have you that letter ~~was~~ that is
Triggs answer to your letter, now in
your possession?

Ans. No. I looked for it, and
could not find it.

Ques 29 Please state what his letter in
answer to your letter contained if
you remember?

Ans. This is every word I can
remember: He said he would
come and run the farm for me.
He wrote but a few lines.

Ques 30 Please state whether or not; that
soon after you came down from Bristol
to the land in controversy, that Miss
Stamper told you that she had
made a contract with J. M. Stamper
as your agent for the land in controversy
to this effect; That if he (Triggs),
would give you a home and support
off of said land, that said land
was to be his, and that you
would make him a deed to said
land when you came down from
Bristol?

Ans. He did not.

Ques 31 State whether or not; just before
you left the land in controversy and

started for Bristol in the spring of 1899, you told Trigg Stumper that if he would take your deed to ~~Jenningsville~~ and have it recorded you would have him a deed made for the land as soon as you got to Bristol?

Ans.

The first time it was ever mentioned between Trigg and me was the evening before I left for Bristol; Trigg named it to me, and he said it was the first time I ever named it: I told him yes, I told him I would not deed it, that he was as apt to die as I was, and then I would be left; he said then that Mary would get it: I said back to him, there was some one else to get it besides Mary; I told him the land was not wholly paid for, and that was my whole study, but if he would pay out on it, I would give it to him; he said he was a-

said he could not do it; I told him it would be a cheap farm, and there would be a many wrinkle in his face before he could work one. I told him if he came up all right with me, I would fix it some way for him. I told him this latter before I told him if he would finish paying for it, I would give it to him. This was all that was said between he and I then about it.

Ques 32. At the time you told him if he would finish paying for said land that you would give it to him, how much was still owing on said land?

ans. \$412⁰⁰ and some interest.

Ques 33 How much did said land cost you in the outset?

ans. \$2250⁰⁰

Ques 34 State whether or not, you told Trigg, after you moved to said farm, that all you wanted for a support was a home with him and bond for life?

ans. No. I never thought of such a thing

Ques 35 When you returned from Bristol after you had gone there in the spring of 1895, did Trigg ask you why you had not made him a deed to said land and sent it to him?

ans. No.

Ques 36. When you returned from Bristol state whether or not you told Trigg that if he was willing, that you and ~~had~~ would sell the land and go to Bristol and buy a farm?

ans. // I told him I was going to sell it; but he forbid the sale.

Ques 37 In what way did he forbid the sale?

ans. He said he was well satisfied where he was at; I told him it was nothing to me, and me up in Bristol; that I wanted to buy up there.

Ques 38 Did you and Trigg ever have any understanding about how the farm was to be run, and what each one of you was to have if so state what that understanding or agreement was.

ans

My understanding was he was to run it on the halves. That is the way J^m Stamper told me to do it. Trigg and I never talked about it. Trigg was not present when J. M. Stamper told me to run the farm on the halves with Trigg.

The foregoing answer is objected to because the matter detailed was not in the presence of Trigg Stamper, nor his attention called to it so he could either assent or dissent.

Bearington for Plffs.

Ques 38

Do you remember about - W. S. Hickman being at the house where you and Trigg lived on the land in controversy, and about you asking him to go on a note with you and Trigg, to get some money to buy cattle with?

ans.

Yes the first note.

Ques 39

By way of refreshing your recollection did not you and Trigg, ^{in the presence of the other} or one of you, tell W. S. Hickman that you and Trigg was each to have half of the proceeds of

the form, then upon the occasion
when you asked W.B. Hickman to
sign the first note?

Objected to because lead-
ing; the witness has not
heretofore been asked any
general question before this
about this matter.

Pennington for Plff.

Ans

I told Mr. Hickman that
was the way of it; but I
do not know whether Trigg
was present or not and heard
what I said to Hickman.

Ques 40

About how long did you and
Trigg live together on the land
in controversy, if you remember?

Ans.

I went there in August
and stayed until the coming
spring a year, I suppose
about 18 months.

Ques 41

How much if any did Trigg's Stamp
contribute to your support, during
that time?

Ans.

Not a thing. If he ever fur-
nished a penny's worth of any
thing I don't know it.

He bought only two bushels of
wheat about the time I was

Ques 42

leaving him. I told him before
he bought the wheat he would
have to look out for himself

Ques 42

Who furnished the groceries,
flour, and such things used by
you and Trigg while you were
living on the said land together?

Ans.

I did.

Ques 43

Who bought the hogs, or furnished
the money to buy them with, that were
fattened and used, by you and him while
you were living together on said
land?

Ans.

I furnished the money.

Ques 44

Did Trigg ever repay you the
money you furnished with which
to buy said hogs?

Ans.

No. I never thought any
thing about it; nothing was
said about it.

Ques 45

Who did the cooking, housekeeping,
washing and ironing, for you
and Trigg while you and he were
living together on said land?

Ans.

I hired one days washing;
Trigg hired his laundrying done;
and I hired some dresses washed
for my self; and the balance

I did myself. I did the cooking, and sweeping & making up the beds and such like

Ques 46

Who furnished the cows that gave the milk and from which the butter was made, that were used by you and Trigg while living on the farm in controversy?

Ans,

I gave Trigg \$22.50 with which he bought a cow from one of the Sages. I sold this cow and her calf for \$40.00. And I got one in Bristol from W. H. Bailey and Trigg went up there and brought her down. I furnished Trigg with the money to pay his expenses to go to Bristol; and I gave Trigg this cow & calf for going and getting her.

Ques 47

Who furnished the horses while which the said land was tilled, while you and Trigg were living together on said land?

Ans

Trigg had one of his own, and I bought one myself.

Ques 48

Besides the things you bought after you came to the farm, did you bring any thing with you from Bristol

that was used by you and Trigg,
while you were living together on
the farm in controversy? If so?

Ans.

I brought with me two
hacks, and an axe, and all kinds
of groceries that was ever in
my house, and sent money to
buy a double shovel plow. I
sent it to Trigg; he sent for
the money, but I do not know
by whom, or by whom I sent
him the money. The horses
brought were not new, were
old, ^{garden} ones, but good ones. I
brought seven 1/4 bags of
Flour, a little meal. Trigg
wrote to me to bring three new
horses; but I did not do it.

Ques 49

State whether or not you brought
these things you have spoken of,
because Trigg was to haul you things
from the railroad; If not - why did
you bring them?

Ans.

I brought them because I
had to have them.

Ques 50

Do you remember about Trigg
getting married?

Yes

Ques 51 Did you approve or disapprove of his getting married?

Ans. I was not running his business, but when he named it to me, I told him what I thought of it. I told him there was nothing in such marrying as he was going to do, and for him not to bring her there, that I would not wait on her.

Ques 52 How long after Trigg was married was it before he brought his wife home?

Ans. About three weeks.

Ques 53 Did he bring her home before or after you began to make preparation about going back to Bristol?

Ans. After.

Ques 54 How long was it after Trigg brought his wife home, before you started for Bristol?

Ans. I don't know. I did not go as soon as I expected; I took sick and had to wait until I got well.

Ques 55 While you were thus sick what kind of attention and nursing if any, did Trigg and his wife give you?

Ans.

name. They stayed at the barn. I told Gregg about it and and he excused her by saying she was young.

Ques 56

In the plaintiff's bill of complaint I find the following statement: among other things - "besides, your orator at the time he was induced to leave Mo., was a single man and profitably engaged, and upon the inducements held out to him by Mrs Bays, was persuaded to change his position and condition in life, and upon the faith of being the owner of the said property, married that he might be better enabled to carry out his contract in giving said Mrs Bays a home, as he had so contracted. Your orator therefore says it is impossible ^{for} his loss to be estimated in damages." Now please state whether or not you are in any measure responsible for his getting married, and his loss thereby? And if not why not?

Ans.

I don't feel that I am responsible for his getting married, ^{and if damages he may have sustained} after telling him what was in it.

Ques 57

After you came back from Bristol to the land in controversy, to the house where Trigg Stamps now lives, state whether or not W.M. Venable began to come there and have secret talks with you and send others there to do the same, for the purpose of dissatisfying you with your home with Trigg, and to persuade you away from Trigg?

Ans.

He never came himself, or sent any one else.

Ques 58

State whether or not W.M. Venable induced you to leave the home of the plaintiff? And if not, why did you leave?

Ans.

W. M. Venable did not induce me to leave Trigg's; I left because I could not afford to stay there; I had to work and pull around and get nothing, and I could not afford that.

Ques 59

Did W.M. Venable exert or exercise any undue influence in getting you to sign make him a deed to the land in controversy? If so what was it?

Objected to because the question asked is one of law. He ought to ask simply why

the witness made the deed
to Venable and the surroundings
re and reasons re; and further
because it is lending

Turning to the Plff.

ans. He did not want it. She ex-
ercised no influence over
me in any way.

Ques 60 Why did you make W. M. Venable
a deed to the land in controversy.

ans.

Because I was dying
and he undertook to pay it
the \$412.00 on it. I offered it
to Trigg that way, but he
would not do it. Trigg

~~Ques 61~~

wanted me to sell a house &
pay it, and I could not af-
ford to do that; the house was
bringing me something and
the farm was not.

Ques 61

While you and Trigg were living
to get on said farm, state whether
or not he tried to get you to furnish
him some tools? If so what were they?
Tell all about the circumstances?

ans.

He had borrowed a buggy seat
and stuck about three ticks
and hung it up and went off
stayed all evening, and came

back and said to me, if I did not furnish him something to work with he would go home. I told him to go when he felt like it, that I would not keep him one minute.

Ques 62 While you and Trigg were living together on the farm in controversy, who furnished the money with which the cattle were bought, that were grazed on said farm?

Ans. He borrowed it out of the bank and a part of it that bought the last lot, I furnished myself, but I don't remember how much.

Ques 63 Who made the settlement between you and Trigg about the first lot of cattle, if there was such a settlement?

Ans. W. S. Hickman made it at ^{the} Triggs house on the land in controversy where Trigg and I lived.

Ques 64 State what was said and done at said settlement, if you remember?

Ans. I don't remember; but Hickman divided the profits between Trigg and me.

Ques 65 Did Trigg at that time pay to you your part of said profits? If so how much was it?

Ans. He has never paid me yet; he bought me two bottles of "Peruna" medicine.

Ques 67 How was the money that paid for the second lot of cattle obtained, that were grazed on said farm?

Ans. Part of it was borrowed out of the bank and I furnished part of it.

Ques 68 When borrowed this second money from the bank if you know, and who signed the note to secure its payment?

Ans. The first money and the 2nd money was borrowed all at the same time. There was not enough of the bank money and I furnished the balance. There were two lots of cattle bought, but the money was all borrowed at the same time, except what I furnished. There was but one note given.

The further taking of these depositions is adjourned until to morrow morning at 8 o'clock at the same place as mentioned in the caption. This Aug 9, 1901.

Gas. M. Durham, J.P.

Met-pursuant-to adjournment,
This Aug 10 1901.

Geo. M. Durham J.P.
Present - E. W. Pennington for pelff.

" J. G. Noel " defto.

Truesdell

~~You said that you would if for
Trigg some way~~

In answer to question 31, you say you told Trigg, in speaking of the land, that you would fix it-for him some way, if he came up all right-with you, now please state whether or not-he did come up all right-with you? and if not-please state wherein he failed?

ans.

I don't think he did come up all right; I know he did not. I told him when I was done with it; he would not let me have any of the proceeds off of the farm. Another thing he did was, I sold Mr. Hickman a Rocking Chair, and Mr. Hickman paid Trigg the money for it, and Trigg would not give it to me, and when I would say any thing to him about my business, he would say "It will not take much of this to do me", I would

tell him if he did not to
hear it, he did not have to
listen to it. I got so I would
never speak to him about my
business. And another thing
was he signed my name
to a note of \$350⁰⁰ at the
Pamels Valley Bank, where I
had not authorized him to
sign it. The first I knew
of it was while I was in
Bristol, just after leaving
Triggs in the Spring of 1889.
I got a notice from the Bank,
about it, I wrote them I knew
nothing about the note, but
I sent the Bank money
enough to pay the interest on
it. After I came back from
Bristol and at Triggs house,
I asked him about signing
my name to the note, and he
said "He did not sign my
name to the note and told me
my name was not on it at
all. I asked him if he it was
all paid, and he said it was,
I told him it was not paid
that there was \$135⁰⁰ on it yet."

I told him if he followed such a business as that it would put him where ^{you} Horton was. She never said anything and I said nothing more.

When I would say anything about sowing early, he would say he would not. One time I told him to sow his rye early in the corn and he said he would not; and did not sow it until November, and so did not raise any rye. I think of nothing else he did that was not right. I think what I have told is about all.

Ques 70

When you went to Bristol in the Spring of 1899, what did you take with you in the way of eatables?

Ans

I took three pieces of bacon. I told Drigg I was going to take some, but he said he wanted it to pay off his work hands; but I thought I would take it away as my money bought the hogs. I also took two small hams that would have weighed about 5 or 6 pounds each; and the hams I took were eaten with the rye and were not good.

I took a little, about two gallons of cane molasses; half gallon of apple butter. I had made the apple butter myself. I put up a lot of berries and fruit; but had only took a few cans with me. It was all canned in my own cans; about $\frac{1}{2}$ bu. dried apples, which I had dried, about a gallon of unbolted rye meal, some butter, some five pounds, which I had made myself. I had a lot, and when I left I divided with him. This is all that I took with me. Yes a little lard & sausage.

Ques 71

Who paid the taxes on the land in controversy, after J.M. Stumpe bought it for you?

ans.

When I stayed there, I paid them; after I left, Prigg paid them; and after I came back, from Bristol and took my things from his house, he kept my stove to pay himself for the taxes he paid, and he has

the stove yet.

Ques 72

State whether or ^{not} ~~not~~ - W. S. Hickam was at the house in which you and Trigg lived on the ^{last} night - before you went back to Bristol in the spring of 1899? And if so please state any conversation that took place between yourself, him and Trigg, on said occasion concerning the land in controversy?

ans.

Yes, Hickam was there. I think I told Trigg I would fix a home for him before I left this world. There was not much said. Perhaps Hickam will recollect what was said.

Ques 73

State whether or not - W. S. Hickam was there at the house in which you and Trigg lived, ^{before you started for Bristol} on the evening while Trigg and his wife were planting some potatoes? Also whether while there said Hickam took you in the house and had a long private talk with you?

ans.

There is nothing of this I don't think Mr. Hickam was there at all that evening

Ques 74

State if you remember who got W. S. Hickam to go for Squire G. L. Duff

and Dr Young, to come to the home of W. M. Venable, on the occasion when you made said Venable a deed to the land in controversy?

ans.

I got him to go myself.

Ques 75

ans.

Are you acquainted with J. W. Hull?

Yes.

Ques 76

State whether or not, while you were preparing to go to Bristol, you had a conversation with said J. W. Hull at the front yard gate at Trigg Stamps, in which you told him that the land in controversy belonged to Trigg and that you had nothing to do with said land? or words to that effect?

ans.

If he was there at all I do not remember it. I had no such chat to him.

Ques 78

Are you acquainted with A. M. Tonkers?

ans.

Yes

Ques 79

State whether ^{or not at any time} you told said A. M. Tonkers at the house where Trigg Stamps now lives, that the land in controversy belonged to Trigg, and that all you wanted out of it was to have a home and support as long as you lived? or words to that effect?

ans.

No. I never said it. I do not

talk to Chapo about business.

Ques 80

State whether or not - you ever at any time or place, had any conversation with said Tombs at all about the land in controversy?

ans.

I never did

Ques 81

Are you acquainted with Mr. F. Davis?

Ans

Yes Sir:

Ques 82

~~State~~ Whether or not you ever talked with said Davis at the house on the land in controversy in which Trigg Stumpers now lives or anywhere else, and tell him that the land was Triggs, and all you wanted was a home with Trigg?

ans.

No, I certainly did not. I did not talk business to Trigg's work hands.

Ques 83

State whether or not - you at any time or place, were said to Trigg Stumpers, in the presence or hearing of said Davis, that you and Trigg ought to fix up the deed, and ought not to put it off so long, or words to that effect?

ans

I did not

Ques 84

Are you acquainted with E. Nathaniel Leildress?

ans.

I barely knew him.

Ques 85

State whether or not, at any time during the last fall ^{in former fulling time} a year ago, or at any other time, you ever used the following language to said Tammah children, ~~at~~ the yard where Trigg Stumper now lives, "Tammah, don't you think Trigg ought to do well here I have bought this place for him and give it to him. It's got a good house on it and a good barn on it worth a thousand dollars," or words of like import?

ans.

I had no such talk to him

Ques 86

Are you acquainted with A. J.

Davis?

ans.

I know him when I see him.

Ques 87

At the house where Trigg Stumper now lives, state whether or not you at any time ever told the said A. J. Davis that you had given the land in controversy to Trigg, and that he was to "infect" you your life time for it? or any words of like import?

ans.

I said no. I never talked a word to A. J. Davis in my life about anything.

Ques 89

State if you know, what was the financial condition of Trigg Stamps the plaintiff, during the time you and he lived together on the land in controversy; and his ability to support and maintain anyone in comfort-?

Ans.

He had a horse and saddle. If he had any thing else, I do not know of it. I can not say whether he had any thing to buy with I can not tell. I never asked him to get any thing for me; when I wanted any thing I just went and got it myself without saying any thing to him about it. I do not know whether he had any money; but once he asked me to pay his taxes, and I did so.

Ques 90

How long did you stay in the house with Trigg, after you came back from Bristol in the fall of 1879, if you remember?

Ans.

I have no idea of the time. I don't think I stayed long.

Ques 1 Where did you go when you left
~~the land house~~ Trigg's,² and why
did you quit living there with
Trigg?

Ans. I came to W. M. Venable's.
~~because~~ After he married, he did
not keep very good fires, &
did not leave because of
any thing else.

X Examination.

Ques. 1 In the outset of your
examination in Chief you
said you were a brother-in-
law of J. M. Stamper, what
was his wife's name, and
is ^{she} living or dead now? If
dead about where did she
die?

Ans. Her name is Margaret; she is dead.
She died in the summer or latter part
of the spring after I went back to Bristol.

Ques. 2 Did your sister Margaret
visit you in Bristol; if so
when was the last time?

Ans. 3 About the time Cleveland was
elected President - the first time.

Ques. 3 Did she not visit you
about the first of November
1896?

Ans I think so. I meant McKinley's
first election instead of Cleveland's.

Ques. 4 How long did she stay with
you on this visit?

Ans Perhaps a week.

Ques. 5 After she left your house
and returned to her home,
did not J. M. Stamper visit
you; and did you not send
him word to come to your
house in Bristol by your
sister Margaret?

Ans I don't remember when he did come.
But I don't think I sent him any
word to come.

Ques. 6 While Trigg Stamper was
in Missouri, how many
letters did you write him
about coming back to T^g?

Ans One only.

Ques. 7 When did write that one
letter, before Margaret Stam-
per visited you or after?

Ans After she had come back home.

Ques 8 You say in your examination in chief that J. M. Stamper was in Bristol at time you signed the power of attorney shown you on yesterday: Was the letter you wrote Drigg in Missouri about coming back to Va., before or after said paper was signed by you?

Ans I don't know. I don't think I signed that power of attorney.

Ques. 9 You said if I understood you in your examination in chief, that Mr. J. M. Stamper did bring a paper to you to sign, is that correct? If so, what was it as you understood it?

Ans ^{Objected to, because too indefinite & general}
I don't remember of his bringing any paper to me to sign.

Ques. 10 If you in your examination in chief I understood you to say in answer to question 8 that you did authorize J. M. Stamper to bring you a paper; now did

you write the one letter can say you did to Trigg in Missouri before or after you authorized him to buy you a farm?

Ans

After, I suppose.

Ques 11

Where was you when you authorized J. M. Stamper to buy you a farm, and how did you give him his authority?

Ans

In Bristol. He was there in Bristol. We talked it over.

Ques. 12

How long had J. M. Stamper been in Bristol before you told him to buy ~~the~~ land you a farm?

Ans

I don't know.

Ques. 13

How long did he stay with you in Bristol after you told him to buy you a farm?

Ans

I took no notice to the time and don't know.

Ques. 14

About how long did Mr. J. M. Stamper stay with you in Bristol on his visit to your house, the time you

told him to buy you a farm.

Ans

I don't know, I thought nothing about the time he stayed but I don't think it was but a few days, not so much as two weeks.

Ques. 15

Can you say positively he was not there as long as a month on this visit?

Ans

No, But I don't think have any idea that he was there that long.

Ques. 16

You say you wrote one letter to Frigg in Missouri about him coming back to Virginia, did you write this letter while J. M. Stamps was at your house in Bristol, or after ^{he} ~~you~~ left?

Ans

After he left.

Ques. 17

Could you not be mistaken and have written the letter while he, J. M. Stamps, was at your house in Bristol or even before he went to your house?

Ans

I think not.

Ques. 18

Are you certain that you never wrote Frigg Stamps

per but one letter about
him coming back from Mo.,
to Va., and that this one
letter was written after J. M.
Stamper left your house?

Ans I am certain that I did not
write but the one. I think I ~~don't~~
wrote it of ^{or} he left? and why
I think it, I told him ^{about the time he was going} to write, and
he said "you write", and after he was
gone I wrote it.

Ques. 19 While Frigg was in this
saw did you write him
any other letter but the
one - you have already talked
about ^{and} about any thing else?

Ans Yes, but not about the land or his
coming back or on any business. He
wrote me about three friendly letters
and I answered them.

Ques. 20 Please write on this
paper: in your own hand
writing Frigg Stamper,
Wishnabotwa, Mo. with a
pencil;

Objected to because immaterial and
the handwriting of the witness is
not in issue, and cannot be brought

is issue until the letters claimed
to have been received by the plaintiff,
are produced and shown to the witness
and their genuineness are disputed
J.C. Noel for Defs.

Frig Stampen Misol 10
No. 100
No. 100

Ques 21 I handed you an envelope
addressed to Frigg Stamp-
per, Vishnubabtna, Mo. please
look at it and tell me
whether the writing on it
is in your handwriting and
whether in your opinion
you did write it?

Ans I don't think I wrote that: I
don't think it is in my handwriting
at all.

Ques. 22 Please file the envelope
I handed you with your
depositions as a part thing
marked "1"

Ans. I file said envelope as requested.
Ques. 23 On or about the 17th
day of Oct. 1896 did you

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To Grigg

not write a letter, and en-
close it in the ~~with~~ En-
velope just shown you,
and in that letter tell
him you had written his
father to buy the Horton
place; that you were going
to buy two shares in the
Horton place if you could
get possession the Spring
following; and in this same
letter did you not tell
Grigg to leave home, rent
land from Hickman, for
him to make all he could
and that you would do every
thing you could for him, and
that when you were done
with land you would give
it to him, that all you
wanted was your support
off of the farm; and that
you had gotten a letter from
his mother and she was com-
ing to see you in a week or
two ~~see you~~; and did
not Grigg stamp in the
plaintiff in this suit

in a short time reply to
this letter and say he
could not come back
on the terms you proposed
to him, but that he would
come back and take the
farm and his son and
support you off the farm
if you would ^{sell} the land
and pay for it and have
a deed made to him for
it, and did you not about
the first of December
1896, reply to him to
come on as soon he
could, that your son told
his father to come back
and complete the trade
for the Horton land; and
that as soon as the trade
was made for him, ^{Trigg}
to take possession of it
and that you would
come on to live on the
farm with him as soon
as you could get away
from Bristol, or words
of that import.

The foregoing question and my answer thereto, is objected to. ~~but~~ because the witness is first entitled to see the letter, and until the same is produced or an answer that it will be produced, such an examination is unfair to the witness.

J. C. Noel for Deft.

Ans

No.

Ques. 11

You said in your examination in chief in answer to question 10 you did not learn of what power was conferred upon Mr. Stampfer by the paper shown you until you came to Stallus Creek; but I understood you to say further which was not written in your answer that there was one word some time spoken or said that gave you a hint; will you please tell what that word was and who spoke it and when & where?

Ans

Mr. Aiken informed me that Mr. Stampfer had the advantage of me. This was last summer ¹⁷⁰⁰ after I went back to Bristol.

No. 12

Did you not in the Spring of 1899 ask H. S. Hickman to go on another note with you and Trigg at the Powell Valley Bank in order to get money with which to buy cattle for that year? and was this not the second time you authorized Trigg to get money at the Bank and sign your name to it a note.

Ans

When W. S. Hickman made the settlement between me and Trigg in the fall before, I asked him if he would not go on another note with ^{us} the following year. But I did not ask Hickman in the Spring of 1899, to go on a note with us. I went away that following Spring and did not authorize Trigg to sign ~~this~~ my name to this second note.

ques 13

The summer you left Bristol and first went to ~~Bristol~~ Trigg Stampers house, who helped to fix up your business affairs in Bristol before coming, if any are?

J. M.

Ans

Mr. Stumper helped to make a settlement between me, and Mr Bailey and Senaker, if that is ^{to} what you refer.

Ques. 14

How long was Mr. Stumper up there that summer before you came down here? ^{I m}

Ans

Some little time, perhaps a month, but I took no notice of the time and cannot say how long exactly.

Ques. 15

Did not Trigg have a corn crop on the land when you came over the land in controversy in August 1897.

Ans

He did, about 7 acres.

Ques. 16

How much rent did you get out of it.

Ans

None. There was none raised with any thing hardly.

Ques 17

Did not Trigg the year 1898 raise a corn crop and wheat crop on the land in controversy?

Ans

He raised corn, but I don't remember whether he raised a wheat crop. I know that I bought the flour, and went to the mill after it.

Ques. 18

How many times did you

buy flour while living at
Trigg's house?

Ans I bought only one time, besides
what I brought with me from Bristol.

Ques 19 Did what ^{flour} you brought with
you from Bristol and what
you bought at Hyams mill.
do you all the time you
was at Trigg's house; if
not where did the other flour
used come from?

It did, except the flour from two
bushels of wheat that Trigg bought -
from Mr. Hicken.

Ques 20 Do you remember whether
any wheat was raised on
the farm while you was
staying at Trigg's? if so,
what was done with it?

Ans I don't remember but I hardly
believe there was, or I would not
have gone to the mill?

Ques 21 Where did the meal come
from that was used by
you and Trigg; was not
the corn that made it, ^{raised} ~~come~~
^{on} off the land in controversy, ex.

except the little bit you
brought with you from
Bristol?

Ans All except one turn which I bought
from Mr. Venable.

ques 22 After the groceries were
used up you brought with
you, were not all on the
principal part of what was
used afterwards by you and
^{Drugg} bought with products from
off the farm, with such as
butter, eggs, corn & wheat
and the like?

Ans The groceries which I brought with
me were not all used up when I left.
I bought some sugar and coffee, with
butter and eggs and fruit. There was no
corn or wheat sold for such things. There
was but little of such things bought for
I brought of them with me. I also brought
a sack of salt from Bristol, and sent to
Pennington Gap and bought molasses,
this was bought with produce. But I
made the butter that was sold, and
bought the chickens, and tended to
them, they produced the eggs.

ques 23 ^{so when did} ~~What~~ does you sell the

Sage cow and calf?

Ans

The cow to Mrs Fanner and the calf was sold with the cattle. I don't know how long it was before this cow was sold after I bought her.

Ques. 24

How long did you keep the Bailey cow, and what became of her?

Ans

I don't know how long I kept her but she died.

Ques. 25

Did not the Bailey cow die leaving a young calf, and did not Mr. J. M. Stamper take the calf and let it suck his cow?

Ans

Yes.

Ques. 26

Was not this before Mr. Stamper died?

Ans

Yes.

Ques. 27

Did you buy any other cows after the Bailey cow died?

Ans

No.

Ques. 28

You say you caught a horse, did it not die if so when did it die?

Ans

It died while I was at Bristol.

Ques. 30

You say you offered

to ~~for~~ let Drigg have the land if he would pay the \$412⁰⁰ due on it, now did he not after you came back from Bristol agree to pay it rather than have trouble about it, and did you not send for him to come to Mrs. Davis and he came there, and did you not tell him you only sent for him to tell him you had declined doing it?

Ans

No.

Ques. 31

You were present about all while, were you ^{not} while St. S. Hickam was giving his deposition?

Ans

I was in the other room most of the time lying on the bed.

Ques. 32

While Mr. Hall was examining Mr. Hickam were you not present all the time and heard what he said?

Ans

No sir.

Ques. 32

If I understood you, you said in your examination in chief that after you

Came back from Bristol to
Trigg Stampers, you said
in answer to question 36
you told Trigg you was
going to see the land in
contravention and he forbade
the sale, did you ever tell
any one that he had forbid
you selling the land if so who?

Ans I don't remember of telling any
one.

ques 33 What property do you
now own in your own
name?

Ans None.

ques. 34 Did you own any property
in your own right say
on Jan. 1st 1901.

Ans No.

ques. 35 Where was Mary Stamper
the night before and evening
before you left there to
go to Bristol?

Ans I can't say whether she was at home
or not.

ques. 36 You said Mr. Venable
did not want you to deed

the land in controversy to ^{him}~~him~~,
did you deed it to him with-
out him accepting your
deed?

Ans He accepted the deed, but ~~then~~ he would
rather not keep the land
Ques. 37 When you wrote to Trigg
in Missouri and before he
went into the possession
of said land, you knew or
had good reasons to believe
did you not, that he
had but little money or
property?

Ans I didnt suppose he had much,
though I did not ask him
Ques. 38 Did you ask him to buy
^{thing} any to help me support and
run the house while you
and he were living together?

Objected to because immaterial;

J.C. Not permitted.

Ans No.
Ques 39 From the money due on the
land in controversy did you
not borrow the money from
Pauels & Avey Bank to pay
off W. F. Furgerson of ~~St. Louis~~

much?

Ans
ques. 40

Yes. I don't now remember the amount.
Did not Prigg Stamer
at your request pay the
interest on this money to the
Bank for one or two years?

Ans

No. If he paid it I furnished the
money.

ques. 41

Do you remember of giving
him any money with which
to pay the interest on this
note due said Bank. that
is the money gotten to pay
off Furgerson.

Ans

No.

ques. 42

You had some houses
and lots in Bristol at
one time did you not? If so
what did you do with them?

Ans

Objected to because the witness had
a right to do what she pleased with
her own property. I do not prefer

Ans

I disposed of it.

ques. 43

~~It~~ To whom did you con-
vey your houses and lots in
Bristol and about where?

Objected to for the reasons above
stated, and because the records are
not evidence?

Ans

I don't know when it was. I conveyed this land to Francis Venable, the wife of Wm. Venable. It was the time I deeded the land in controversy to Wm. Venable.

Q

When did you first hear that ^{Francis} was threatening to sue you? Was it before or after you received the deed? The land in controversy to W. M. Venable?

Ans

I don't know.

Ques. 45

Who first told you that Trigg was threatening to sue you about this land you know.

Ans

I don't know.

Ques. 46

Have you not heard for the last two years that he was talking of bringing a suit against you?

Ans

I don't know how long it has been, ^{since} I never any attention to it.

Ques. 47

Did you not hear that he was talking as if you were after you came to the land to live?

I have heard that

After this deposition
I have received Bays
Virginia, Lee County to wit:

I J. M. Durham, a Justice of the
peace in and for the County of Lee
and State of Virginia, do hereby certify
that the foregoing depositions of W. S.
Hickam, G. W. Small, Alex. Hamilton,
Maggie Schafman, Fayette Hamilton,
Rebecca Gibson, Larkin Gibson,
P. H. Larmer, and Minerva Bays, were
duly taken, subscribed and sworn
before me at this time and place,
for the purposes mentioned in the cap
given under my hand this 10 day
of August 1901.

Jas. M. Durham J. P.

Pennington Bros.

ATTORNEYS AT LAW,

JONESVILLE AND PENNINGTON GARVA.

To W.M. Venable and Manervia Bays:--

You are hereby notified that on the 29th day of July, 1901, between the hours of 8.A.M. and 8 P.M. of that day, at the office of E.W. Pennington, in the town of Pennington Gap, Va., I will proceed to take the depositions of J.M. Stamper et al, which when taken is intended to be read as evidence on my behalf in a certain Chancery suit pending in the Circuit court for Lee County, wherein I am the Plaintiff and you are the defendants. And if from any cause the taking of said depositions be not commenced on that day, or if commenced not completed, the taking thereof will be from day to day and from time to time and from place to place untill the same shall at length be completed.

This July 22, 1901.

E. W. Pennington

By Pennington

Strap }
20: } Notice
Venobu -

The Depositions of J. M. Stamped et al taken before me, A. B. Stgath a notary public for the County of Lee and state of Virginia, pursuant to notice hereto annexed at the law office of C. W. Pennington in the town of Pennington Gap, Lee County, Virginia on the 29, 30, 31, ~~top of July~~^{4th} day of August 1901 to be read as evidence in behalf of C. I. Stamped in a certain suit in chancery now depending in the circuit court for Lee County wherein C. I. Stamped is plaintiff and W. M. Venables, Minerva Bays are defendants.

Present Pennington Bros for the plaintiff:

J. C. Noel for defendants:

The witness J. M. Stamped being duly sworn deposes as follows:

Ques. I. What is your name, age, occupation, and residence?

ans. My name is J. M. Stamped, 71 years old, am a farmer, and reside on Wallen's creek, Lee County, Virginia.

Ques. 2. Are you acquainted with
the parties in said suit?

Ans. I am. The plaintiff is my
son. The defendant Minerva Bays
is my sister-in-law, and W. M.
Venable is my nephew.

Ques. 3. If you know state whether
the Defendant Minerva Bays was
ever a married woman, if so
what was her husband, and whether
her husband is living, and if not
living about how long her hus-
band has been dead.

Ans. She was a married woman.
Her husband's name was J. B. Bays
and is now dead having died 8
or 12 years ago.

Ques. 4. Previous to Jan 1 1897,
where did Mrs. Bays & husband
live?

Ans. Bristol, Tenn.

Ques. 5. State if you know whether
the said Minerva Bays now has
or ever had any children.

Ans. She has none now and if
she ever had any children I never
heard of it and I have known
her all her married life.

Ques. 5. About what is the age of the said Minerva Boy?

Ans. She is ^{70 or} 71 years old. I think she was born in the same year I was.

Ques. 6. If you know ^{say} what the state of Mrs. Boy's health has been for the last eight or ten years, whether that of a strong or weaker woman.

Ans. For a good many years her health has been very poor.

Ques. 7. Where was C. I. Stamper, the Plaintiff in this case living in 1896 and prior thereto?

Ans. The Plaintiff was living in north western Mo. He came back to ^{Woods Creek, La. Co.} Va. in December 1896. I can not state when he went to Mo. I don't think he had been there quite a year.

Ques. 8. Do you know why said Plaintiff came back to Va from Mo, If so from whom did you get your information?

Ans. The foregoing question and answer thereto is objected to so far as the relates to any information the witness may have received from any one other than the defendant, because

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hearsay, and self serving.

J. B. Noel for defendants.

Ans.

I know why he came back from Mo. to Va. I got my information from the Defendant, Minerva Bays.

Ques. 9.

State as near as you can why it was the said stamper came back to Va as she told you.

Ans.

P
Mrs. Bays told me that she had written the Plaintiff to come back from Mo. and she would give him a farm on Walling creek. and that she owing to having no wealth in Bristol ~~and she~~ would break up housekeeping in Bristol and come and live with him during her natural life on the farm. she said that when the land trade was closed she would move down and set up housekeeping with Frigg, the Plaintiff. she told me so soon as I had completed the trade for her about the land for the Plaintiff to go ahead and take possession of the land and plant his crop.

Ques. 10. Where and about when did she tell you this?

Ans. In Bristol she told me this shortly before the Plaintiff came back from mo.

Ques. 11. What land did she have reference to when talking to you?

Ans. It was the land known as a part of the old Nelson Preston farm on Wallen's creek in this County and was the same land mentioned in the deed of Minerva Bay to W^m M. Bay Venable and dated Mch. 2. 1900.

Ques. 12. Who bought said land and from whom for said Minerva Bay?

I did. From Henry J. Furqueson and Geo. Horton. As I understood it the title to the land was in Harvey H. Horton at the time I bought it for Mrs. Bay. And said Harvey H. Horton & wife made said Mrs Bay a deed to same.

Ques. 13. If you know state about when said Harvey H. Horton made said deed.

Ans.

Feb. 1⁶. 1897.

Ques. 14.

How came you to buy said land ~~from~~^{for} Mrs. Bays?

Ans.

By virtue of a power of attorney in writing which I herewith file marked "A" as a part of my answer.

Ques. 15.

State whether Mrs. Bays knew you were negotiating said purchase of said land before Storton and wife made her a deed to same.

Yes. Because I told her, and by the agreement between ^{her}~~she~~ and ^{me}~~I~~.

Ques. 16.

Was Mrs. Bays present when said deed was made?

No.

Ques. 17.

When and how were the payments made for said land?

At the time deed was made \$1250 by check was paid down to Geo. Storton afterwards two other checks was paid to Mr. Furqueson but exact amounts I do not remember. and I think after she came from Bristol to this County about the first ^{days} of Aug 1897 she paid Mr. Furqueson some herself

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but I do not know The amount
she paid him. Out of the whole
of said price of purchased form
\$1000.⁰⁰ of it was going to Mr.
Ferguson

Ques. 18. After said Storton & wife
made said deed to Mrs. Bays
to whom was it delivered?

It was delivered to me.

Ques. 19. What did you do with the
deed after it came into your
possession?

I kept the deed until
the ^{day before} next day after it was re-
corded. ~~The day after it was~~

Ques. 20. Did Mrs. Bays know that
you had said deed in your possession ^[Lions]

Ans. Yes. I told her I had it.

Ques. 21. About when if you remem-
ber was the deed recorded?

Objected to because the
record of clerk's office and the
certificate of ex. on said deed
is the best evidence

Ans. J. C. Noel for Depts.
I do not remember but
it was possibly ^{2 years} 18 months. It
was ^{about} ~~on~~ the day time she went
to Bristol.

Ques. 22.

Why ⁵ Had you kept said deed in your possession till the time it was recorded?

Ans.

Because it was her request. And she had never come on me for the deed.

Ques. 23.

Was it not a fact that you, for some time previous to purchase of said land by you for her, ~~you~~ had transacted for her her business affairs?

Ans.

I had. Almost ever since the death of her husband. And especially often she returned from the asylum.

Ques. 24.

When had you last seen Mrs. Bayo and talked with her previous to the purchase of said Horton & Turquison land?

Ans.

I think in Oct. or Nov. 1896

Ques. 25.

At that time did she tell you to purchase said land and if so for what purpose and for whom.

She told me to purchase the said land. And the purpose was to purchase it for the plaintiff. The reason the land was purchased

for The Plaintiff was for her to ~~coming~~ and ~~making~~ her home on the premises with him.

Ques. 26.

state whether or not Mrs. Bays did not ask you to write to the Plaintiff and tell him to come back from Mo. and if he would do so and would ~~not~~ give her a home for life and board she would buy said land and have it conveyed to him.

The foregoing question and any answer thereto is excepted to because leading, and suggests the answer desired. J. C. Noel for afft.

Ans.

she did tell me to write to the plaintiff to come back ~~to~~ ^{from} Mo. and if he would do so and would give her a home and board for life with him she would ~~buy~~ ^{buy} said land and deed it to him as soon as she came down from Bristol.

Ques. 27.

Did you so write to him as she requested?

Ans.

No.

Ques. 28.

Why did you not write to him?

as she requested?¹⁰

Ans.

I told her ~~this~~ because I thought she was the proper person to write to him about that business as the business was between her and him.

Ques. 29. State whether she said she would write him.

objected to because immaterial.

J.C. Noel for Defts.

Ans.

she told me she would and that she had already written him.

Ques. 30.

Did she state what she had written him?

Ans.

at first

she did not say what she had written him but said the Plaintiff had written back to her that he would come back and accept her proposition she had made him.

Ques. 31.

At any time did Mrs Bay ever tell you what proposition it was she had made to said P'ty. if he would come back to Va. if so what was it.

Ans.

she did. That she would buy a farm for him and come and live with him. she told me this in Oct. or Nov. 1896.

Ques. 32.

About what time did you come back from Bristol to Lee County?

Ans.

I don't remember exactly but I came back about the last days of Nov. or the first days of Dec. 1896. I know it was but a few days before the plaintiff came back from Mo.

Ques. 33.

About how long had you been in Bristol on this trip?

I suppose I was there about three weeks or more. I stayed with Mrs. Bays while I was there.

Ques. 34.

State whether at the time you left Bristol on this trip Mrs. Bays & yourself expected the plaintiff to come back from Mo. if so how soon and to what point.

Ans.

She and I did expect him to come back from Mo. to my home on Wallen's creek right soon thereafter.

Ques. 35.

State whether Mrs. Bays told you to tell the Pltff. anything when he came back with reference to any contract between herself and said plaintiff if so state

state what she told you to tell him.

Ans.

P She told me to tell him as soon as the deed was made from Horton to her for him to take the possession of the land and go to work.

Ques. 36

By way of refreshing your memory did she not tell you to tell him to take possession of the land and go to work on it under the proposition which she had made him which was that if he would give her a home during her life and board the land was to be his.

Ans.

The foregoing question and any answer thereto is objected to, because directly leading and puts in the mouth the witness the answer wanted - the witness having already stated that she did not tell him the terms of the proposition she had made the Plaintiff.

J. C. Helff Defts.

Ans.

She did.

Ques. 37.

State whether or not when you saw the said Plaintiff you

= 4. =

13

told him what Mrs. Bays
told you to tell him if so
what did he say.

Ans.

I did tell him and he
said he would accept the prop-
osition she made him.

Ques 38

After said Horton and
wife made said deed to Mrs.
Bays stat whether said Pctf.
took possession of said land
and if so under what contract.

Ans.

He did under a contract
through me of Mrs. Bays that
the land was his own, that he
was to give her a home and board
on the land during her natural
life. He did not take possession
of it as a renter. I told him
to take possession of it the next
day after the deed was made and
he did so in a few days &
went to work and raised some
corn on the land and in the
corn on the mountain he sowed
some grass that fall. There was
some wheat sowed on the land
at the time when it was bought
by Mr. Furqueson. And in paying
him for the land $\frac{1}{3}$ or \$10⁰⁰ was

counted in on¹⁴ the purchase price.
until Mrs. Bays moved on the land
with Briggs he stayed at my house
and went from my house to the
farm to work

Ques. 39. When did you see Mrs. Bays
next after Horton and wife made
said deed to her?

Ans. The last days of May or
the first days of June 1897 is
my impression. I saw her in Bristol.
I stayed with her from the time
I went till she moved on the
land in controversy which I think
was on the 4th day of Aug. 1897.

Ques. 40. When she was leaving
Bristol if she stated for what
purpose tell what it was.

Ans. An account of her health.
She had had no health for some
time while in Bristol.

Ques. 41. If she stated when she
was leaving Bristol where she
was going to live tell what she said.

Ans. She ^{said} was going to live with
C. I. Stämpfer on the land in
controversy.

Ques. 42. When leaving Bristol

if she said anything about
taking her household effects ^{to}
what it was.

Ans.

She moved all her household
and kitchen furniture from Bristol
and said it would never be
hauled over the road any more.
That she was going to move
her home permanently with the
Pltf. on the farm now in con-
troversy.

Ques. 43.

State whether or not she
and said Pltf. did live together
on said farm if so from
what time and about how long.

Ans.

They did live together on
the said farm from ^{about} Aug. 4, ¹⁸⁹⁷ till
the spring of 1898.

Ques. 44.

About how long did she
make the Pltf's home her home?

Ans.

From 8 to 12 or more months
I don't remember.

Ques. 45.

Along about the time the deed
of Morton and wife to Mrs. Bay
was sent to Jonesville to be re-
corded state whether you
heard any conversation between
she and the Pltf, or between

him and some one else about
her making the Plaintiff a deed
to said land if so state
what you heard her say
with respect thereto.

Ans. I heard no conversation
of that kind.

Ques. 46. About the time said deed
was recorded did not Mrs.
Bays leave the Plff and go
to Bristol?

Ans. she did.

Ques. 47. State whether after said
Plff. took possession of said land
you at any time informed Mrs. Bays
that the plaintiff understood that
she was to make him a deed to
the land in consideration that
he would give her a home and
board for her natural life,
if so state what she said
about it.

Ans. I did tell her so when
I went to Bristol May or June
1897. She made no objections
to it. And said as soon as
she came down from Bristol
she would make the deed to him

Ques. 48. for the land.
A few days before leaving
Bristol to come on the
form in controversy state
if she again referred to mak-
ing the plaintiff a deed
if so what did she say.

Ans. Along about the last of
July she told me that she
~~said~~ had a strong notion
of making the deed to Trigg
before she came down from Bristol.
I replied to her that she could
just suit herself about that
that I knew the metes and bounds
of the land that she could move
it there or after she came down
according to her contract. And
then she said she believed she
would just wait till she came
down to make the deed. I told
her that was all right.

X Examination

Ques 1. You say in your examination
in chief that you are a brother-in-
law of the defendant - Mrs. Bayo,
and an uncle of the defendant -
W.M. Venable, are you his uncle
by blood or only by marriage?

Ans.

I am his uncle only by marriage

Ques 2

Who wrote the deed made by
H. H. Horton to Mrs Bays for the
land in controversy?

Ans.

Henry T. Furqueson.

Ques 3

At whose request - was it written?

Ans.

At my request.

Ques 4

Did you direct him to have
the deed made to Mrs Bays?

I did.

Ques 5

If Mrs Bays had you to purchase
this land for your son the plaintiff,
why did you not direct the
deed to be made to him personally,
instead of to Mrs. Bays?

Ans.

I did it for this reason:
Mrs. Bays told me to have the deed
made to him if I saw proper.
I told her I would not do it as
people would say that I was trying
to defraud her out of her land for
my son. I told her I would
have it made to her and she
could have it made to him.
And she said that that would be
all right with her.

Ques 6 Was the plaintiff present when the deed by Horton to Mrs Bays, was acknowledged by Horton & wife?

Ans. He was.

Ques 7 The deed was read in his presence I suppose?

Ans. Yes.

Ques 8 The plaintiff knew then before he took possession of the land in controversy that the deed therefor had been made directly to Mrs Bays instead of to him, did he not?

Ans. He did.

Ques 9 How long had you been negotiating with Horton and Ferguson for for the land in controversy before the trade was finally consummated and the deed made to Mrs Bays?

I think it was about four months.

Ques 10 How came Mrs Bays to purchase the land in controversy, and who acquainted her with the fact that it was for sale?

I told her the land was for sale and advised her to buy same. I was acting as her

power of attorney at that time.

Ques 11 When you say that you was acting as "her power of attorney", do you mean that you got your authority from the paper purporting to be a letter or power of attorney which you filed with your answer to Question 14, of your examination in chief?

Ans. I do.

Ques 12 Then you did not negotiate with Horton & Ferguson to buy the land in controversy until after Mrs Bays had executed and delivered to you the power of attorney mentioned by you in the preceding question, and which filed in answer to Question 14, in your examination in chief did you?

Ans. No. I did both before and after but did not complete the contract until after the power of attorney was given me.

Ques 13 Had any price been agreed upon by you and Ferguson and Horton for the land in controversy, before you received the said power of attorney?

Ans

We did not.

Ques 14

When Mrs Bays requested you to write to the plaintiff, and tell him if he would come back from Mo. and give her a home for life and board, that she would by said land and have it conveyed to him, had the price to be paid for said land been agreed up between you and Horton & Furgerson?

Ans

No sir I think not; They had priced the land but she had not agreed to take it.

Ques 15

When you refused to write to the plaintiff for Mrs. Bays, but advised her to write herself, as you say you did in your answer to Question 28, had you then received the said power of attorney?

Ans

I think I had.

Ques 16

Was it while you was still at Bristol, after going there in Oct: or Nov. 1896, that Mrs. Bays wrote, or when she said she had written, to the plaintiff making him the proposition to buy the farm of in controversy, if he would give her a home and board with him?

Ans It was.

Ques 17 She showed you the letter she had written to him did she not?

Ans She did.

Ques 18 Did she also show you the plaintiff's answer?

Ans No sir she just told me she had received.

Ques 19 If you was attending to her business for her, why did you not want to see his answer?

Ans. Well I didn't consider it necessary. It was a matter between her and him.

Ques 20 Did she not offer to let you read it?
Ans She did not?

Ques 21 Did you have any written correspondence with Porter & Fergusson concerning the land while you were there at Bristol?

Ans I did not.

Ques 22 On which of your trips to Bristol

did Mrs Bays engage you to negotiate a purchase of the land in controversy?

Ans.

While there ~~was~~ on my visit in Oct- or Nov. 1896, was the first time the purchase of the land ^{controversy} was named between me and Mrs. Bays.

There had been before this however some talk between me and her about the purchase of some other lands.

Ques 23

You then had had no conversation with Horton T Furguson as Mrs. Bays' agent about the land in controversy, until after you came back home ~~along~~ in the first days of Dec. 1896, had you?

Ans

I don't think I had.

Ques 24

Is it not a fact Mr. Stamper that the plaintiff took possession of the land in controversy, as a renter of Mrs Bays' instead of the owner?

Ans

He did not?

Ques 25

Is it not also a fact that Mrs. Bays was to have one half of every thing produced upon the farm?

Ans

It was not?

Ques 26

Who furnished the plaintiff with the tools he used to cultivate the

land with the first year, after you purchased it for Mrs Bayo?

Ans What tools he had, he brought from our house, except a double shod which he purchased himself?

Ques 27. Did you not authorize P. H. Farmer to let the plaintiff have such tools as he needed, and charge the same to Mrs. Bayo?

Ans I did not.
 objected to because ~~unnecessary~~ ^{trial} witness is acts could not prejudice rights of ~~plaintiff~~ ^{Plaintiff}

Ques 28 And did not P. H. Farmer at your direction let Plaintiff have gears, trace chains and other things, at your instance, amounting to \$800, and charge the same to Mrs Bayo?

Objected to because unnecessary and because witness is acts can not prejudice rights of plaintiff.

P. Bros. for pliff

Ans Not that I remember of.

Ques 29 And when ^{to move Mrs Bayo to the farm} you went to Bristol, did not the plaintiff direct you, to have Mrs Bayo to buy some hoes and other things and bring along to be used on

the farm?

Ans.

No sir he did not. But she voluntarily bought two hoes and perhaps a chopping axe and brought them to the farm. I did not authorize it, nor did he.

Ques 30

Did the plaintiff furnish the defendant - Mrs Bays, with board while she was on the farm from Aug. 4 1897, till she went back to Bristol?

Ans

Principally. Mrs Bays might have brought some things.

Ques 31

Did she not bring with her from Bristol quite a quantity of flour, bacon, groceries and other things necessary for food, when you moved her to the farm?

Ans.

She brought some flour, two sacks of cheap flour, a side of bacon, and a little meal & lard, and all she brought with her or bought was with her own accord.

Ques 32.

Did she not furnish the larger part of what she and the plaintiff used while she was with him on the farm?

Ans

I would think not: I don't know of any.

thing she furnished out-side of what she brought with her.

Ques 33 Is it not a fact that Mrs Bays took or sent W.M. Venables wagon to Wynns mill and ^{bought} quite a lot of flour for her and the plaintiffs use, and did not your son Rhae drive the team for her?

Ans I have no knowledge of it.

Ques 34 Who kept house and did the cooking for the plaintiff and Mrs. Bays, while she lived with him on the land in controversy after you moved her from Bristol?

Ans Mrs. Bays did the cooking and house keeping so far as I know.

Ques 35 Did not Mrs Bays leave the plaintiff and go back to Bristol, just in a few weeks after the plaintiff got married?

Ans I dont remember.

Ques 36 While Mrs. Bays was living with Jeff. would not ~~the~~ he often leave her alone and go gadding over the country, day

and night, leaving no one to care for her?

Ans He did not so far as my knowledge goes.

Ques 37 He stayed at home with her then closely did he?

Ans If he didn't, he had some one with her.

Ques 38 While leaving Bristol how came Mrs Bays to say that she was going to live with C. T. Stampers on the land in controversy as you say she did in your answer to Question 41?

Ans Because she meant it I reckon, but not by any body else's influence or persuasion.

Ques 39 To whom did she say this?

Ans She told it me.

Ques 40 You already knew it did you not? and had gone there to move her had you not?

Ans Yes.

Ques 41 She knew you had come to move her to C. T. Stampers did she not?

Ans Yes sir.

And further this deponent says she not.

James, M. Stamper

The further taking of these Deposition
is hereby adjourned till tomorrow
morning. 8 o'clock - same place
This given 29th 1901

Albigan N.D.

Met pursuant to adjournment
July 30 1901 at the same place
mentioned in the caption.

Present Pennington Bros for
the plaintiff:

J. C. Noel for Defendants:

Another witness Irigg C.
Stamper being duly sworn
deposes as follows:

Ques. 1. Are you the plaintiff in
this cause?

Ans. yes.

Ques. 2. Where do you now reside?

Ans. On Wallen's Creek, Lee Co, Va
on the land now in controversy.

Ques. 3. How long have you been
living on said land?

Ans. Since Feb'y. 1897 till the present.

Ques. 4. Did you ever live in Mo. if
so from about what time to what

date?

Answer

Yes. I lived in Mo., ~~Not away~~
The north western part thereof
in Atchinson County. I went there
in the last days of Aug 1895 and
came back in Dec. 18. 1896. I came
back to my father's home on Wallen's
creek in this county.

Ques. 5.

While you were in Mo. Did
you have any letters from the
Deft. Minerva Boyd with refer-
ence to your coming back to
Lee Co. Va. if so about how
many and if you say you did
where are those letters now if
you know.

Yes I had some five or
six letters from her. I do not
know where they are now. I
put them in my trunk before
I left Mo. There may be some
of them in my trunk now but
I do not know for certain.
I could tell by looking.

Ques. 6.

Have you made any
examination and search for
these letters?

I have not.

Ques. 7. Will you go and search
for letters?
Yes.

The further forming of the
Deposition of this witness is
suspended until he has made search
for letters referred to with a
right reserved to reintroduce him.

50¢
Wm. S. Hickam claims attendance
one day 50¢.

J. W. Hall another witness of
lawful age being duly sworn
deposes and says.

Ques (1) Give your name, age, residence
and occupation, also your relationship
to the parties to this suit if any?

Ans My name is J. W. Hall, am 42 years
old, reside on Wallens Creek Lee
County, Va. and am a farmer.
I am no relation to any of the
parties.

Ques 2 Are you acquainted with all
the parties to this suit?

Ans I am. I have ^{known} W.M. Venable for 20 years, Mrs. Bays 25 years, and C. T. Stamper most all his life.

Ques 3 How near do you live to said parties and how long have you so lived?

Ans I have lived within a mile or $1\frac{1}{2}$ miles of the Venable and Stamper for 14 years, and that near to Mrs Bays since she has been living on Wallers Creek.

Ques 4 Do you know the land in controversy in this suit? - If so who is in possession of the same and how long?

I know the land. C. T. Stamper is in possession of said land. He has had it in possession two or three years, - ever since the land has been purchased.

Ques 5 Do you remember of hearing, of J. M. Stamper, purchasing the land in controversy, from Harvey N. Norton & wife for the defendant Mrs. Bays?

Ans I do.

Ques 6

Soon after said purchase had been made, state whether or not you had any conversation with the defendant - Venable, in the neighborhood of said land, in which Venable made any remarks about trying to prevent the purchase thereof? if so state as near as you can what was said between you and him?

Ans

Will and ~~and~~ I was riding down the road ~~by~~ through the farm one day, soon after it had been purchased, a conversation came up between us about the amount of money that had been paid for the land by J.M. Stamper. Venable asked me if I did not think Mr. Stamper had paid too much money for the land? I told him that I thought he had paid too much money for the land, that is for its real value.

Venable told me that he understood that his Aunt - Nerve that is Mrs Bays, had purchased the land for Drigg Stamper, though I am not positive as to his real words.

Ques 7 Are you ~~sure~~ that he said that his understanding was that the land had been purchased for Brigg Stamper?

Ans I am.

Ques 8 Was any one in possession and farming this land at the time the conversation occurred and if so, who?

Ans Yes sir. I reckon Brigg Stamper was in possession of the land at that time.

Ques 9 Why do you say so?

Ans He was there working on the farm, is the knowledge I have of his having possession of it.

Ques 10 Do you remember of Mrs. Bays, coming from Bristol and moving on said farm with the plaintiff?

Ans I do.

Ques 11 Do you remember after she had stayed with him awhile on said said farm, of her preparing to take a trip to Bristol, and about that time having a conversation with her, in which she made any

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remarks about the sale and ownership of the same, if so tell what occurred and what she said?

Ans

I remember of her preparing for the trip. I asked Mrs. Bays if she was going to sell her land. She said not; that the land belonged to Trigg. She had nothing to do with the land. She had the land purchased for him, and that she did not want him to sell it. It was a nice piece of land and would make him a good home. She said she had a home there with Trigg when she wanted to be there. that she had a good home in Bristol, and purposed on living at Bristol during the warm season and with Trigg during winter, the cold part of the season. This occurred at the front-yard gate at Trigg Stompers.

We then went in the house, I think it was the same day in the presence of Trigg Stompers wife. I says to Triggs wife I am glad to learn from Mrs Bays that you and Trigg are not going to move to Bristol. Mrs Bays says

Oh! no. They are not-going. I have bought
for them a nice home or farm, and I
^{want them to live on}
they are going to live on it and not
sell it. So that she could have a
home when she came back down
here in Virginia, or so that she would
have a home down here in Virginia,
I will not be positive ~~how~~ ^{as to} which
way she said it.

*

Ques 7

Along about this time did Mrs Buzo
go to Bristol? if so about how long
did she stay before she returned?

Ans.

She went to Bristol about this time
but I don't remember how long she
stayed.

Ques 8

Do you remember the year and
season of the year she went on this
trip?

Ans

I am not positive but I recall was in
the spring of 1899.

X ~~Examination~~.

Ques 9

How near does Mr. Venable live to
the land in controversy, and how near has
he lived to it for the last five years?

Ans

He now lives and has lived for the
last five years within three quarters of
a mile of the land in controversy.

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X Examination

Ques 1

At what season of the year was it that you and Mr Venable had the conversation detailed by you in answer to Question 6. of your examination in chief?

I don't believe I can state positive the time but I would rather think it was in the spring of the year.

Ques 2

Did you or Venable either, know at that time that the deed to the land in controversy was made to Mrs Bays, and not to the plaintiff?

Ans

No. I did not know it. If Mr Venable knew it I do not know anything about it. As if there had been any deed made to anybody at that time I had not heard of it. In fact I believe it was before there had been any deed made at all.

Ques 3

Did you and Mr. Venable ever have more than the one conversation about the purchase of the land in controversy?

Ans

We have talked about it ^{several times} but

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I don't remember just what was said except that we talked about the price being right that was paid for the land.

Ques 4 If you cannot remember what was said in any of the several conversations which you afterwards had, how can you remember so accurately what was said in this first conversation?

Ans. The reason I remember what was said in this conversation was because it was our first conversation about the matter and because it was the first I had heard of this purchase being made for Trigg Stamps.

Ques 5- Why did you ask Mrs Bays if she intended to sell her land, in the conversation which you say you had with her at Trigg Stamps yard gate?

I had heard that they were all going to Bristol and I asked Mrs Bays if she intended to sell her land.

Ques 6 Did Mrs Bays say what Trigg Stamps had

paid her for the land or why she had bought it for him?

Ans.

She did not as I remember of.

And further This deponent sayeth not.

J. W. Hall

Cost
50¢
paid

Justice claims attendance one day 50¢. Paid by Plaintiff July 29/1901

The further taking of these depositions is hereby adjourned till tomorrow morning 8 O'clock Same place this July 30 1901. Althaus N.S.

Met pursuant to adjournment at the law office of C. W. Pennington on the 31st day of July 1901. ^{at 8 O'clock}
Present Penn. Bros. for Pltfs.

Present J. C. Noel for Defs.

The witness A. M. ^{another witness} Foulker, being duly sworn deposes as follows:

Ques. 1.

Give your name, age, residence, and occupation.

My name is A. M. Foulker, age 18, live on Wallen's creek in this county, and ~~am a~~ live by

farming and saw milling.

Ques. 2.

Are you acquainted with C. I. Stamper, Minerva Bay, Wm M. Venable if so how long have you known them?

ans.

I am acquainted with them. Have known them three or four years.

Ques. 3.

Do you know the land on which the said Stamper now lives

ans.

Yes.

Ques. 4.

At the home of said C. I. Stamper on said land state whether you have ever heard ^(Mrs. Bay) her say whose land it was on which he lived if so whose land did she say it was.

ans.

I heard her say whose land it was. She said it belonged to the plaintiff.

Ques. 5.

Please state whether said Mrs. Bay stated what she claimed in said land under her and his contract?

She said that ^{all she wanted} ~~she~~ ^{was to have a home and} ~~out of it~~

Ques. 6. support as long as she lived.
at the time you heard
her say this where was the
said Mrs. Bay then morning
her home?

Ans. at the place where Trigg
stamper was then and is now
now living. On the same land
now in controversy.

Ques. 7. Do you remember whether
this was before or after
Trigg stamper was married.

Ans. It was before he was married.

Ques. 8. Do you remember how it
happened or why Mrs. Bay made
the statements above detailed
by you.

Ans. she began the conversation
with me about the land and
said it looked like ~~st~~ ^{that} Trigg
ought to do well there; she had
given him the form and it
belonged to him; and ^{that} she intended
for him to have it. I don't re-
member anything more she said
about it.

Ques. 9. Were any other persons
present when you heard her

= 4 1. =

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say these things if so who were they?

Ans.

No, there was no one else present at all.

Ques. 10.

How near did you live to the Sct. and Mrs. Bays?

Ans.

Within three or four hundred yards.

Cross Examination.

Ques 1

When was it that you heard Mrs. Bays say have the talk detailed by you in your answer to Questions four and five of your examination in chief?

Ans.

I don't know exactly when it was but it was the summer before Trigg was married. Trigg married that winter.

Ques 2

Was it in the day or night-time?

Ans.

It was in the day time.

Ques 3

Who else was at the house besides you and Mrs Bays?

Ans.

There was no one there at the house at that time.

Ques 4.

Where was Trigg standing?

He was out about the barn

on somewhere. It was not at
the house.

Ques 5- What was you doing there?

Ans. I had been working there
and just happened in.

Ques 6 For whom was you working?

Ans. I was working for Trigg.

Ques 7 For whom do you now work?

Ans. I am not working for
any one now. I have not been for
the last week.

Ques 8 How long since you quit working
for Trigg?

Ans. I quit working for him
on 2d day of July 1901.

Ques 9 How long had you been in the house
alone with Mrs Bays before she began
the conversation which have detailed in
your examination?

I don't know exactly how
long but I think it was about
an hour.

Ques 10 What had you & Mrs Bays been doing

there all that while before the conversation began?

Ans. We had just been sitting there talking.

Ques 11 What were you talking about?

Ans. I don't remember what, just first one thing and then another.

Ques 12 What was the first "one thing" you talked about?

Ans. I don't know. I could not tell you what the first thing was we talked about.

Ques 13 What was any other thing you talked about?

Ans. I don't remember what we talked about. Nothing much.

You and she sat there talking for about an hour before the land was mentioned, and you don't remember any thing you talked about, during that time, is that what you intend to say?

Yes sir. I don't remember any thing we talked about other than the land.

If you don't remember any thing else talked about, how do you remember so well what she said about the land?

Ans.

I had never thought about it any more till Trigg asked me if Mrs. Bays had ever said any thing to me about the land. When Trigg asked me this I remembered what she had said.

Ques 15

When did Trigg first ask you whether you ever heard Mrs Bays say any thing about the land?

Ans.

I don't remember when he first asked me about it.

Ques 16

What did he say to you about it? Give me as nearly as you can his exact words.

Ans.

He asked me if I had ever heard Mrs. Bays say anything about giving the land to him or if I had heard her say that it was his.

Ques 17

About how long ago did Trigg ask you this?

Ans.

I think as well as I remember

it was last winter but I am not sure about it.

Ques 18

According to your best-judgment was it before or after Christmas that asked about it?

Ans.

According to my best judgment it was after Christmas, But I won't be certain about it.

Ques 19

In what-year was it?

Ans.

I don't remember whether it was in 1900 or in 1901.

Ques 20

In what-year was it that you heard Mrs Bayo say that Trigg or she do well, etc?

Ans.

I don't remember what year it was in.

Ques 21

About how many years ago was it that you had the talk with her?

Ans.

As well as I remember it has been two or three years.

Ques 22

Give me your best-judgment as to whether it was two or three years ago?

Ans.

My best judgment is that it was

has run three years.

Ques 23

Is your recollection good?

Yes. very good

Ques 24

If your recollection is very good, why can you not tell ^{the} year in which Trigg Stamper asked whether you had ever heard Mrs Bays say anything about the land, or the year in which she told you about having bought the land for Trigg?

objected to because argumentative and because the witness is sworn to tell what he does know not what he does not know.

Pennington Bros, for Pltff.

Ans.

Well, I didn't pay any attention to it. Because I didn't notice it.

Ques 25

If your recollection is very good, please tell me every thing that was said by you and Mrs Bays about Trigg and the land in controversy, on the occasion of which you speak?

Ans.

She said to me it would be like Trigg ought to do pretty well on this piece here. She said she

had given the place to Trigg
and that she aimed for him to
have it and to stay on it.
she said that all she wanted
out of the place was support
and a home. I said, ^{yes,} it ^{does} ~~looked~~
like Trigg ought to do pretty
well.

Ques 26 How many times have you told Trigg
what Mrs. Bays said to you?

Ans. As well as I remember I told
him some two or three times.

Ques 27 On whose land was you living when
you told Trigg what Mrs Bays told
you about the land?

Ans. I was living on Elexanan Flanor's
land at that time.

On whose land did you live when
Mrs Bays ~~to~~ told about giving Trigg
the land?

Ans. On the land that then belonged
to George Horton.

Ques 28 Was that the same land you now live
on?

Ans. Yes.

Thurs 29. How long have you been living
on Wallen's Creek?

Ans. I don't remember exactly
how long but I think it has
been three or four years.

And further this Deponent
saith not.

a M Tucker

Witness claims attendance
one day 50 cts. Paid by Plaintiff

Cost
50¢
Paid

^{Davis}
C. J. Davis is an other
witness being duly sworn deposes
and says:

Ques. 1. State your age, occupation,
and residence.

Ans. Age, about 24; occupation,
farming; residence, Wallen's Creek
Lee Co. Va.

Ques 2. Are you acquainted with
C. J. Stamper, Minerva Bays, and
Wm M. Venable.

Ans. I am.

Ques. 3. Do you know of Mrs. Bays
ever having lived with C. J. Stamper
and if so where was it?

40.

Ans.

I knew of Mrs Boys living with Mr Stamper at the same place where he now lives on Waller's creek

Ques. 4.

At the time Mrs Boys was living with Mr. Stamper did you live in that neighborhood and if so how near to Mr Stamper?

Ans.

I lived in the same neighborhood. Following the ~~pathway~~ ^{road} ~~for~~ pedestrians it is about $\frac{3}{4}$ of a mile. And following ~~the~~ the public road it is about a mile and a half.

Ques. 5.

While Mrs. Boys was living with Mr. Stamper did you ever stay with Mr Stamper any part of that time.

Ans.

Yes. I worked there at different times a good deal.

Ques. 6.

While there at Mr. Stamper's did you ever have any talk with Mrs. Boys regarding the ownership of the land on which they were living at that time if so to whom did she say the land belonged?

Ans.

She talked with me regarding the ownership of the land and said it belonged

Ques. 7.

to Trigg Stamper
Did she claim any interest
in the land for any thing if so
what was it?

Ans.

Yes. she claimed a home on
the land with him and he,
Trigg Stamper, was to ~~take~~ ^{give} her a home with him.

Ques. 8.

Did you ever have more than
one conversation with her re-
garding the ^{own}ership of said land
if so how often do you remember
of such conversations.

Ans.

I don't remember that we
had more than one conversation
about this.

Ques. 9.

Did you ever hear Mrs. Booy
say any thing about making Mr.
Stamper a deed to the prop-
erty where they were living
if so what was it she said.

Answer

Yes. I heard her say to
Trigg that they ought to fix up
the deed and ought not put it
off so long.

Ques. 10.

Did you hear of Mrs. Booy
making a deed to this property
to W. M. Venoble?

Ans.

Yes. I heard of it.

Ques. 11

Previous to time which you heard of the making of said deed did you ever have a talk to Mr. Venable regarding C. J. Stomper claiming the land which he was living on if so tell as near as you can what Mr. Venable said about Trigg's claim.

Ans.

It strikes me that I had a talk with Mr. Venable but I'll not be positive that I did. It seems like it he mentioned about Mrs. Bays leaving Trigg. And he guessed Trigg would see her for the land. I think he also said that Mrs. Bays said that ~~Mrs. Bays~~ ^{the} claimed the land and that Trigg had no contract for it.

Ques. 12.

Are you related either to Mr. Stomper or Mr. Venable?

Ans.

No. not that I know of.

Ques.

Do you know what relation C. J. Stomper and Wm. Venable are to Mrs. Bays if so what is it?

Ans.

~~she~~ is My understanding is that Mrs. Bays is an aunt to both.

X Examination.

Ques

Who was present when Mrs Bays talked with you, concerning the ownership of the land in controversy, and when as you say she said the land belonged to Trigg Stamper, and that she claimed a home with him?

Ans

Trigg Stamper.

Ques 2

When did that conversation occur?

I do not know that I can tell exactly but I think it was during the first year they lived there.

Ques 3

How came her to tell you about it?

She first began talking to Trigg and said we ought to fix it up.

Ques 4

Please tell all she said about so near as you can, using her own language.

She said to Trigg "Is it not time we are fixing ^{the deed} it up." That Trigg said he guessed it was that they would fix it up right away. That's about all I heard her say except that I heard her at different times speak of the land

as Frigg's land.

Ques 5

Now you told me, did you in answer to the last question, every thing you ever heard her say about the land in any way?

Ans.

Yes.

Ques 6

Then why did you tell Mr Pennicster in answer to question six of your examination in chief, that Mrs Beys told talked with you, and said it belonged to Frigg Stamper, and that she claimed a home with him?

She has talked to me several different times speaking of the land as Frigg's.

Ques 7

Tell all she said to you then about the land being Frigg's?

She said it was Frigg's land. That she was going to ^{deed} ~~sell~~ it to him and that she wanted a home on it.

Ques 8

She told you then that she was going to will the land to Frigg, did she?

She said she was going to ^{make her a deed to} ~~sell~~ the land. ~~to~~ him. That she wanted a home there with him.

When did she tell you that she was going to make Trigg a deed to it?

I don't just remember when it was. I have been there a good deal.

Ques

Who was present when she told you she was going to make him a deed for the land?

I don't remember that there was any one else but me there.

Ques

Tell all she said about it using her own words, when she told you that she was going to make Trigg a deed for the land?

She said she was going to make a deed to Trigg for the land and that she was going to make her home with him. That was all she said at that time that I remember of.

Ques

What did you say in answer to her?

I don't ^{em} remember what answer I gave.

Does

Tell all she said about the land at any other time, if that was all she said at that time?

I have already told you about all I know about it. I have heard her talk several times about making the deed, and I have heard her call the land Trigg's land several times.

Does

If I understand you rightly, all she said when you heard her talk to Trigg was, is this: "Is it not time we are fixing that deed up", and Trigg said he guessed it was, that they would fix it up right away", was that all she said?

Those are about the words that were used and about all I remember being said at that time.

Does

Where were you and Wm. Venable when you think he told you that he guessed that Trigg & Stamper ~~and~~ would see Mrs. Buge for the land, as she had left him.

I think I was at his house. I would not be positive about it.

Ques. 1. On yesterday you said you would make search for certain letters which you claim to have received from Mrs. Bays while you were in Mo. with reference to the land in controversy. Have you made the search for these letters if so did you find any or all of them.

Ans. I have made search for said letters finding them not. I have searched carefully my trunk and every other place where I thought they might be but found none of them.

Ques. 2. Do you know the handwriting of Mrs. Minerva Bays, one of the Defts in this case?

Ans. I think I do.

Ques. 3. Were the letters received by you while in Mo. purporting to be from Mrs. Bays in her handwriting and received by you in the due course of the U. S. mail?

Ans. Yes, they were in her handwriting and I received them by the U. S. mail.

Ques. 4. Do you remember noticing the post marks on ^{envelopes of} them or any

of them if so at what
office had they been mailed
Objected to because the letters
and envelopes in which they were received
is the best evidence, and witness has
not shown proper diligence in trying
to find said letters & envelopes.

J. C. Noel for Defs.

Ans.

I did notice post mark and
they were mailed at Bristol, Penn.

Ques. 5.

Do you know where said
letters are now?

Answer.

I do not.

Ques. 6.

Do you know how said let-
ters got out of your possessions?

I do not.

Ques. 7.

About how long before you
came back from mo. was it
that you received the first letter
from Mrs. Boys soliciting your
return to Virginia.

Objected to because leading and
because the witness has not yet
testified that he had received letters
from Mrs. Boys soliciting his return.

J. C. Noel for Defs.

Answer

I suppose it was a year
or more.

Ques. 8.

About how long was it before you came back that you got the last letter from her?

Ans.

About two weeks.

Ques. 9.

In the last letter she wrote you while in mo. if she made you any proposition concerning your coming back to va tell what it was.

The foregoing question and any answer thereto is objected to because the letter is the best evidence, and if such ever existed, is still in the possession of witness, who has not under the circumstances used proper diligence in trying to find the same.

J. C. Holpe Deft.

Ans.

She wrote me that if I would come back she would buy the Preston land for me that she had no health in Bristol and that she wanted to come to the country to live. That I was the one she wanted to live and that she wanted to do something for me. She said that all she would need off of the place would be her support. Also she said that she would deed it to me.

Ques. 10.

Did you answer this letter and accept ^{or reject} her proposition and tell her that you would come back to Va.

Objected to because leading and suggests the answer wished?

J. C. Noel for Deft.

Ans.

I answered the letter telling her I would accept her proposition. I told her I would start for Va as soon as I could get matters in shape to come.

Ques. 11.

At the time you received this letter were you employed by any person if so by whom and for what per month

Ans.

I was employed at that time by Walter Adamson, my brother in law, who paid me 18 dollars per month giving me also board, washing, fuel, and a horse and buggy when I wanted it, also I got my clothes mended.

Ques. 12.

How soon after receipt of Mrs. Boyd's said letter until you started back to Va. and on what day, month and year did you reach Wallen's creek?

Ans.

I left Mo. about two weeks after receiving the letter and got to Wallen's Creek Dec. 18. 1896.

Ques 13.

On receiving the last mentioned letter from Mrs. Boys wherein she made the proposition already stated you say you answered her accepting her proposition. Tell how you accepted it whether by letter or otherwise and if you say by letter tell what you did with your letter accepting her proposition.

Ans.

I accepted the proposition by letter mailing it at the post office Nish-nabotna, Atchinson County, Mo.

Ques 14.

Would you have left Mo. and have surrendered your employment had not Mrs. Boys made the proposition which you say she did.

Objected to because leading. It would have been just as easy to have asked why he left Mo. and have surrendered his employment, etc.

J.B. Nail for defts.

Ans.

I would not.

The further taking of these depositions is adjourned till tomorrow at 8 o'clock & at same place.

Allyn M. R.

Met pursuant to adjournment Aug 1. 1901.

Allyn M. R.

Ques. 15.

In answer to one of the questions asked you yesterday you stated that in a letter to you from Mrs Boye that she said she would buy the Preston land. Did you understand what land she referred to if so what land was it

Objected to because the understanding of the witness has nothing to do with the question. He should state the facts and let the court determine what land was meant. J. C. Noel for Defs.

I understood her to refer to the Gen. Horton and Furgeson land and to be the same land now in controversy.

Ques. 16.

On your return home from Iowa did you state whether

you found anyone representing himself as the agent of Minerva Bays if so who was it?

Objected to because hearsay, and is not the proper way to prove agency.

J.C. Noel for Defs.

Ans.
Ques 17.

I did. my father, Jas. M. Stamper. What authority did he claim to have as her agent with respect to any matter between your self and Mrs. Bays.

Objected to because the claims and representations of J. M. Stamper could not affect the rights of the defendant Mrs. Bays. And agreement, contract or act of J. M. Stamper concerning the sale of the land in controversy could ^{not} pass the title to said land, except by said J. M. Stamper having a power of attorney duly signed and sealed by the said Mrs. Bays, for the sale of said land.

J.C. Noel for Defs.

Ans.

He claimed that he was her power of attorney. He claimed to have the power of attorney in writing and that Mrs. Bays had also told him verbally what to do.

Ques. 18.

If at any time afterwards you even informed Mrs Bays that your father represented himself to you as having authority from her to contract for her with you with reference to said land and also told her what contract your father for her and as her agent had made with you state whether she denied or disputed his authority to contract with you.

Objected to because leading, and because the witness has not stated that J. M. Stamper contracted with him for Mrs Bays, concerning the land. ^{J. C. Noel for}

Ans.

Soon after she came to my house on said land I did tell Mrs Bays that my father represented himself to be her agent with power to contract with with reference to said land in controversy with me. She did not deny or dispute his authority.

Ques. 19.

State whether you informed Mrs. Bays about the contract and terms of the contract which your father as her agent had made with you for her with respect to said land (if he did make any contract with you with reference to said land) if so state what she said about it if anything.

Ans.

My father representing himself as her agent did make a contract with me for her with reference to said land. I told her the contract and what its terms were. She said it was all right when I told her.

Ques. 20.

Was the contract in writing or not.

Ans.

It was a verbal contract.

Ques. 21.

Tell the terms of the contract made between you and your father as and for the agent of Mrs. Bays,

Objected to because a parole agreement for the sale and transfer of real estate for a period of more than one year is void. J. C. Noel for Deft.

Ans.

When I came back from
Ma. my father said that he
had been to Bristol and that
he was put in as Power of
attorney for Minerva Bays
to buy the Preston land for
me. That Mrs Bays had had
no wealth in Bristol and
wanted to come to the country
to live. She said that she
was buying the Preston land
for me, that I was the one
she had picked on to live
with. And all that she claimed
and wanted off of the farm
was her support and a home
there with me as long as she
lived. My father asked me if
I would do that and I told
him I would. He said that he
would have the deed made to
Mrs Bays and when she
came down from Bristol she
would make the deed to me.
He thought it best as she was
not there to make the deed to
her first. He said as I was
his son it would look better

to ~~make~~ have the deed made to her and then for her to make the deed to me.

Ques. 22. Did your father then buy the land in controversy if so from whom and who made the deed to the same.

Ans. My father bought the land from Geo. Horton and J. I. Furqueson but the title to it was in Harvey Horton so he and his wife made the deed to Mrs. Bay.

Ques. 23. Were you present when said deed was made?

Ans. I was.

Ques. 24. For whom did your father buy said land and was it the land you speak of in the contract made between you and your father for Mrs. Bay.

The foregoing question so far as it relates to the purchase of said land by J. M. Stamper is objected to because the deed is the best evidence as to the party for whom the land was purchased.

J. H. Noel for Defs.

Ans. He bought the land for me and it is the same land referred

to in our contract and is the land now in controversy.

Ques. 2d.

On the day and at the time when said Horton made the said deed did not your father as the agent of Mrs Bay see you in the presence of J. F. Durgeson and J. N. Horton and perhaps others that he was buying the land for you according to the contract between you and he for Mrs. Bay and that Mrs. Bay waved more him a deed to the same in a very short time or words to that effect.

Objected to because leading, self-serving and intended to corroborate J. M. Stamper by his own declarations not made in the presence of Mrs Bay, and cannot prejudice the rights of the defendants.

J. C. Noel for Defs.

Ans.

I don't remember who all was present except J. N. Horton and his wife. He stated he was buying the land for me. But I don't remember what he

said about the deed being made to to me at that time. But I do remember him saying that the land was to be bought for her support.

Ques. 26.

After said Horton & wife had made said deed state whether you took possession of the land in controversy if so how soon thereafter and under what contract, arrangement, or agreement if any.

Answer

I took possession of said land next day after said deed was made, and under the contract made between me and my father for money. This was the contract I have heretofore detailed. I am now in possession of said land and have been ever since I took possession of the same.

Question 27.

Since taking possession of said land what have you done with it?

I have been and am still forming it. I have been raising

corn, wheat, oats, and grass on it. I have sown about ten acres of grass since I have been living on the land. I have done some fencing on it and cut the bushes and briars off ^{of it} every year except this and one other year. I have built no houses or barns. I have built only a spring house.

Ques. 28.

Give as near as you can the date on which you took possession of said land.

Ans.

I think it was Feb'y 1897. The next day after Horton & wife made the deed.

Ques. 29.

State whether or not Mrs. Bays after you took possession of said land did come and live with you on same land if so when did she come and how long did she stay with you.

Ans.

She did come and live with me until April 1899.

She came in Aug. 1897.

Ques. 30.

What did she bring with her if any thing?

Ans.

She brought all her household and kitchen furniture with her. Also a little flour, a little meat, and a little corn meal.

Ques. 31

Why, if you know, did she bring these things?

Ans.

Because I helped haul her and her things from the railroad.

Ques. 32

Did you ask her to bring the corn, flour, meat, etc or did she bring it of her own accord?

Ans.

No. I did not ask her to bring it. She brought it of her own accord.

Ques 33.

State when Mrs. Bays took her household effects & clothing from your house if you remember.

Ans.

She took a part of them away when she went to Bristol in Apr 1899 and the rest of them last fall one year ago or in the fall of 1899.

Ques. 34

At and along about the time she went to Bristol in Apr 1899 state what she said if any thing about making a deed to said land to you and when

Answer

Just before she left for Bristol on this trip she and I got to

Looking about our business. Up to this time her deed from Storton & wife had not been recorded and she said that she thought that any deed which she might make before hers was recorded would not be good and I knew no better myself. She told me if I would take her deed and have it recorded she would have me a deed made for the land as soon as she got to Bristol. The day before she started to Bristol at her request I sent her deed from Storton & wife to Jonesville by my Brother Ray Stampler to have it recorded. He brought it back late that evening and gave it to me and I gave it to Aunt Minerva and she said she would take it with her to Bristol so that she could have me a deed made by it.

Ques 35:

If you know store who paid the recordation of the deed of Storton & wife to Mrs. Bays.

Ans.

I paid for it.

Ques 36:

While Mrs Bays was staying with you on said farm

up to the time she went to Bristol in the spring of 1899 did she ever express any unwillingness to you in making her deed to you on the contrary did she not frequently talk about it promising to do so.

Ans.

Before she left in the spring of 1899 she never expressed any unwillingness about making the deed to me. Within the time while she stayed with me she often talked about it and promised to make the deed to me.

Ques. 37.

While Mrs Boys was with you and before she went to Bristol in the spring of 1899 How many crops did you get off of said land and state whether you paid her or any other person for her any rents for said land.

Answer

Two crops. I paid her none no one else any rents.

Question 38

Have you paid any rent since 1899 to her or any other person?

Ans.

I have not.

Ques. 39.

While Mrs. Bays was living with you on said land did you rent any part thereof if so who received the rents for the same, you or her.

Answer

I did not rent any of it. But at the time it was bought for me Jayett Hamilton had a lease on about 7 or 8 acres for one or two years after I got it. He paid no rent. He

Question 40

cleared up the land for a number of years

You say Mrs. Bays went ~~to~~ from your house to Bristol in the spring of 1899 state how long she stayed before she returned

Answer

She stayed some five months.

Question 41

As she went on often she had gone did she ask you for any provisions of any kind to take with her if so what.

Answer

She took with her the meat of one hog, some meal, applebutter, sausage, butter, etc.

Question 42

Did she pay you for it?

Answer

No. she did not.

Question 43

You say your agreement with her was to give her a home and support with you for life in consideration of said land. Please state after she came to live with you if she told you what support she expected you to give her.

Answer

She told me what support she wanted was simply a home with me and her board for life. That she had plenty to get her clothes with.

Ques. 44

When she went from your house to Bristol in the Spring of 1899 did she say she was leaving for good or coming back?

Answer

When she left she said she was coming back that fall to spend the winter with me.

Question 45

When she came back from Bristol did she return to your house if so how long did she stay before she went away again?

Answer

She came back to my house and stayed a month or more before going away again.

Question #6. While she was gone to Bristol did she make and send to you a deed to said land as she told you she would do when she left?

Answer She did not.

Question #7. After she came back state whether you asked her why she had not made and send you a deed and what excuse if any did she make for not doing so.

Answer I did ask her why she did not make and send me the deed. She said she concluded to wait until she came back down and if I was willing we would see the land and go to Bristol and buy a farm. I told her I was willing to see it if she would go up there first and see what farm and on what terms one could be gotten and if she was not willing to do that I was not willing to sell out the land now in controversy. I don't remember anything more

being said about the matter at
This time.

Question 48. You say she stayed with
you after coming back from Bristol
about a month and left again
where did she go to this time?

Answer 49. She went to the Defendants,
W^m. M. Venables.

Question 49 Did you tell her to go away?

Answer No. I told her to stay, that it
was her home as well as mine.

Question 50 State whether you are now
and have always been ready, able,
and willing to carry out your
part of the contract.

Answer I am now and always
have been.

Question 51. If she will return to your
home on said premises are
you willing, and able, and ready
to furnish her a home
and the support that she
wanted?

Answer Yes.

Ques. 52 While she has been away
from your home to the present
were you able, willing, & ready
to support her if she had have
stayed with you?

Answer

Question 53.

Yes.

When were you married?

Answer

Feb. 12th. 1899.

Ques 54.

While you have been in the occupancy and possession of said land as the defendant Wm. M. Venable been to your house if so whether often or seldom.

Answer

He has been there several times.

Question 55-

How near does the defendant Venable live to you?

Answer

One mile from me. It has been living at same distance ever since I have been in possession of said land.

Ques. 56

Does not the main Wollen's creek, public road pass through the land in controversy?

Answer

It does.

Does not the Defendant in going to mill and to the nearest store and church house have to pass over this road

Objected to because immaterial and irrelevant. — J. C. Noel for Defl.

He would have to go to the mill and the store but not the church house.

X Examination.

Ques 1

How many letters did you receive from J. M. Stamper, while you were in Missouri, concerning the purchase of the Preston land by Mrs. Bays for you if you would come back to Virginia and take the said Mrs Bays and give her a home with you and board as long as she lived?

Ans

None.

Ques 2

When you swore to your bill of complaint filed in this cause, did you not swear that Mrs Bays procured J. M. Stamper to write to you to come back to Virginia from whence you had gone, and that if you would come back to Virginia Lee County, she would buy what is known as the Preston farm land, situated on ~~Wallen~~ Creek of H. N. Holton, and that the said land should be deeded to you, if you would take the said Manerva Bays and give her a home with you on said farm and board as long as she lived?

Ans

I swore to the bill but I didnt notice that in it.

Ques 3

The bill was read over to you before you swore to it was it not?

Yes Sir, but I never noticed that being in it.

Ques 4 Did you not know what the bill contained before you made oath to its truthfulness?

Ans Yes sir, but I never noticed that being in there.

Ques 5 How many letters did Mrs Bays write you while you were in Missouri, about the Preston land, that is the land in controversy?

Ans Three or four.

Ques 6 How long before you left ~~there~~ Missouri for Virginia, did you get the first letter from Mrs Bays about the Preston land or land in controversy?

Ans Six or seven months.

Ques 7 What did she say in that letter about the land in controversy?

Ans She was talking of buying the Preston land, and if I would come back, to Virginia.

Ques 8 Did she make you any proposition in that first letter in which she spoke of the Preston land? and if so what was her proposition?

Ans I don't remember ~~what~~ that she made any proposition in that letter.

Ques 9 How long before you came back to Virginia was it, before you got the second letter about the Preston land?

Ans. I couldn't say how long.

Ques 10 Give me your best impression as to how long it was?

Ans It might have been a month ^{or more} after I got the first one until I got the second one about the Preston land.

Ques 11 Did she make any proposition to you in that second letter?
I don't remember.

Ques 12 In how many of her letters to you did she mention the fact that your father J. M. Stamper had the power of attorney to buy the Preston land?

Ans She did not say any thing about his having the power of attorney, but she said in one or two of them that she was getting my father to buy the land.

Ques 13 In your bill of complaint you say among other things, - "after considerable persuasion on the part of said Mrs. Baers and her agent, the said J. M. Stamper, your orator concluded to accept and did accept the

proposition from Mrs Bays, and did give up his position as aforesaid and did come back to Virginia, and in the month of March 1897, did take possession of the said farm pursuant to said agreement etc. is this statement - true?

Ans

It is all true except the statement "and in the month of March 1897 did take possession of said farm", unless the statement about her ^{agent} J. M. Stamper persuading me means that he wrote to me, in which case it is not true, but if it means he talked to me it is true. ^{after}

Ques

You made oath to the truthfulness of the whole expression quoted did you not?

Objected to because the certificate appended to the bill is the best evidence of what he swore to, and it shows that the allegations made upon his own knowledge were true and those made upon the information of others he believed to be true.

Pennington Bro per Plff.

Ans

As I understood it - I did.

Ques

Were you surprised to learn after you came back to Virginia, that Mrs Bays had taken the title to the said land to herself?

Ans. I wasn't surprised. I knew at the time the deed was made that it was made to Mrs. Bays.

Ques. You state in your bill that you were surprised to learn the fact that she had taken the title to the land to herself do you not; and that you called your aunt's attention to the fact?

It so states in the bill, but I never noticed that being in the bill or I would not have had it stated that way. It was read to me hurriedly.

5 P.M.

The further taking of these depositions is adjourned until 8 A.M. on Sat. Aug 3 1901, at the law office of E. W. Pennington.

Alfred N.P.

The taking of these depositions is resumed pursuant to adjournment at the law office of E. W. Pennington this August 3, 1901, at 8.40 A.M. and the cross examination of C. F. Stamper resumed.

Alfred N.P.

Ques.

When did you last see the letters which you say you received from Mrs. Bays?

Ans.

I saw them before I left mo. and also I saw some of them after I came home. I saw them after Mrs. Bays came to live with me.

Ques

Did you ever search for them after you had instituted this suit until you were asked here by your counsel on the witness stand ~~on~~ the first-day ^{your} examination as a witness in this cause? if you had searched for said letters?

Answer.

Yes. I had searched for them several times.

Ques

Had you ~~in~~ any of your searches ~~your~~ ^{trunk} prior to the day you were first-examined as a witness in this cause, for said letters?

Ans.

Yes.

Ques

Why then did you state in answer to Ques 5 of your examination in chief that some of the letters might ~~then~~ be in your trunk?

Answer.

I thought that I might have overlooked them.

Ques.

Where did you get the money to pay your railroad fare and travelling expensense from Missouri back to Virginia when you came as you say to comply with your contract with Wm Bays?

Ans.

I worked it out with my brother-in-law.

Ques

Is it not a fact that you borrowed a part of the money from Pat Rawson to come home on? or is it not also a fact that you were not making enough in Missouri to bear your expenses?

No I did not borrow a cent from Pat Rawson or from any one else while I was there. I came home on my own money.

Ques

How much did it cost you to return home from Missouri?

It cost me \$22.25

Ques

What have been the value of the rents and profits of the land in controversy for the ^{first} three years that it has been in your possession?

Objected to because immaterial. If the land is that of the plaintiff he can not be charged with rents; and if not his, no pleading in this cause to settle the question of rents and profits; neither is the answer of the defendants, Mrs. Baydon Venable, asked for a settlement of that question.

Bennington Bros.

Answer

about \$50⁰⁰ per year
I think would be reasonable.
It might be worth more or
it might be worth less.

Ques

Have you not made as much money
^{on an average}
since you came back to Virginia as
you were making in Missouri at the
time you left there, as you say, to come
& accept Mrs Bays proposition?

Objected to because in-
repaent and immeterios. The
question as to whether he made
a good or a bad bargain
on his return, not in issue.

Pennington Bros.

I guess just about the
same on an average.

Ques

How much have you been damaged
by getting married?

Ans.

I do not know whether I
have been damaged at all or
not. I thought the land was
mine and so as to be able to
take care of the old lady better
I married. And if I had
thought I would not have gotten

The land I would not have come back.

Ques

How long after you married was it before you took your wife to ^{the} home in which you and Mrs Bays were living on the land in controversy?

Ans.

A little over a week.

Ques

Is it not a fact that you did not take your wife home to stay, until just ~~three~~ or four weeks before Mrs Bays went back to Bristol?

Ans.

No.

Is it not also a fact that you did not take your wife home with you to stay until after Mrs Bays had announced her intention to go back to Bristol, and was ~~then~~ ^{she had} making preparation to go back to Bristol when you brought ~~her~~ your wife home to stay?

I don't know any thing about that whether she was preparing to go to Bristol or not. I took her home a little over a week after I married.

Ques

About the time Mrs Bays returned to your house, did not your wife go away from home, and remain with her parents until after Mrs Bays left?

Your house and I went to live the home of the defendant - W.M. Venable?

No she went over some a time or two.

Ques

How much did it cost you to keep Mrs Bays while she stayed with you?

Objected to because irrelevant and immaterial to any issue in this cause.

Oh, I don't hardly know. But I would guess about \$1.00 or more per week.

Ques

About how many weeks in all did she stay with you?

She stayed in all about 100 weeks.

Ques

Did she not do your housekeeping and cooking during the most of that time, if not all?

She and I both together did the work before I was married.

Ques

Is it not also a fact - that she purchased and furnished you with the money to purchase at least one half of all you and she consumed in eating while she lived with you?

Answer.

No.

Does.

Did she not bring six or seven bags of flour with her from Bristol, and afterwards go to mill in W.M. Venables wagon, with your brother Ray, and purchase more flour, all of which was used by you and her while living on the farm together?

Ans.

She brought about 100 pounds or more with her and I believe it was the next year she went down to Orr's mill and with Ray and bought about 100 pounds or more. She bought this because she had let Henry Fargueson have ten bushels of wheat off of the land on the purchase price of the land.

Does

Did she not also buy some hogs which you fattened with corn raised on the place, and which were consumed by you and her while living together?

When she came down there she bought a little shooat from Alex. Hamilton. I don't remember what it weighed. And she bought a pig for 50¢ from ^{Lorrigan} Robt Gibson. There on all

that I remember of. These two pigs were raised and fattened on the farm.

Ques

Did she never furnish you any money to buy other hogs and supplies with?

Ans.

No.

Ques

While staying with you on the land in controversy, would ^{you} not frequently go away and leave Mrs Bays alone for a whole day and night - at a time in the winter season without any wood, or with not enough wood, at the house to keep her a comfortable fire in your absence?

Ans.

No. Always when I ~~to~~ was away I left her plenty of wood and always left some one to stay with her at night except one night that I remember of, and that night I sent some one to stay with her and he did not get there.

Ques

How much fencing did you do on the place out of your own means

before W. M. Venable brought his effect-
ment-suit against you?

I had ^{repaired} ~~made~~ two or
three strings of fence. I had
built no new fences till after
the suit was brought.

Ques

About what length were the pieces
of fences that you repaired?

^{Two}
~~One~~ pieces ^{were} ~~was~~ about 75
or a hundred pannels and
the other was about 50 pannel.

Ques

Did you reset these pieces of fences
and if so how many new rails did you
use?

Ans.

I reset the fence but
used no new rails.

Ques

What is it reasonably worth to reset
250 pannels of fence like that which
you reset on the land in controversy?

I guess it would be worth
about 5 or 6 dollars.

Ques

How much grass seed had you bought
with your own money, and sowed on the land
in controversy, before said W. M. Venable
instituted his effectment-suit against

You, to recover possession of said land.

Eleven or twelve bushel of
bluegrass mostly.

What did this seed cost you per
bushel?

One dollar ~~or~~ ~~per~~ I think
per bu.

Ques

On what part of the land did
you sow this seed?

On the mountain land - 2 Ham-
ilton ^{new ground} ~~land~~ also another little
piece down by the creek.

Ques

About how much land is there
in the Hamilton new ground?

^{about}

Seven or eight acres.

Ques

How much was it reasonably worth
to sow these two pieces of land with
the seed you purchased?

About \$ $1\frac{50}{100}$ I guess.

Ques

Had Hamilton's lease expired when
you sowed the ^{said} new ground?

It had.

Ques

Had the lease expired or had ~~some~~
you bought this lease from him?

Aunt Minerva ^{had} bought the lease out but I did not ask her to buy it.

Ques

Is it not a fact - that - the only contract - which had with Mrs Bays at all for the land in controversy, was this, that you and Mrs Bays were live together on the land, and take your ^{and her} support - from the products of the farm, and the residue or profits of said farm to be equally divided between you and her?

Ans.

No sir.

Ques

Did you not - tell W.S. Hickman at his house on Wallens creek, at some time while Mrs Bays was staying with you the first time, that the profits of the farm was to be equally divided between you and Mrs Bays after the support of yourself and her were taken out; ~~was to be equally divided between you and her~~, or words to that effect? And did you not - tell him the same thing at your house, a short time afterwards?

No sir, I did not.

Ques

And did you not also get W.S.

~~the house in which~~
Hickam, at ~~your~~ the house in which you
now live, on the land in controversy, and
in the presence of Mrs Bays and yourself,
while Mrs Bays was living with you, to
make a settlement between you and
Mrs Bays, and did not said Hickam
at your request make the said settlement
so as to divide the profits equally between
Mrs Bays and yourself?

No sir I never made
any settlement with her.
Had none to make.

Ques

Did you not tell Alex Samillan
~~at~~ on Wallens Creek in this County (Ga)
when he was trying to rent part of the
land in controversy, that the land
belonged to ~~was~~ Mrs Bays, and that you could
not rent it to him until you had
consulted with her?

Ans

1

I don't have any recollection of telling
him any thing of the kind. I remember of
renting the land to him, and was to furnish
him a team to tend it with, but
he did ~~not~~ ^{not} ~~take~~ ^{not} the land: but gave
it up.

Ques

Since you have had said land

in your possession, did you not tell
Larkin Gibson, over there on Wallens
Creek, when he tried to lease a part-
of said land from you, that you could
not lease it until you could see
Mrs. Bays, or words to that effect?
~~I have no recollection of~~
ever. I never told him that
I could not lease it, & nor
words to that effect, without
first seeing Mrs. Bays.

Does

Who has paid the tax on said
land since it has been in your
possession?

I paid the tax one year
and I think Mrs. Bays paid
it the rest of the time. I asked
about the tax last year and they said Venable had paid it.

Does

What year did you pay said taxes.
I think it was the year
she went back to Bristol
in 1899

Does

Did you not keep Mrs. Bays cook
stove to secure you for the tax you paid,
and did you not tell her, or then
on the creek, that when she went
to move away, that unless she
paid you the money back that you

had paid on the taxes, that you intended to keep her stove? And have you not kept said stove in your possession ever since?

Ans.

yes.

Does

Had did you not also collect some money from Jackson Hickam and from Larkin Gibson that was owing to Mrs Bays, and keep said money, to compensate you for the taxes you had paid?

I collected \$150 from Larkin Gibson ^{by Mrs Bays request} and whenever she wants it I can pay it back to her. Old man Hickam owed her a dollar on a dollar and a half or two dollars and a half. I don't remember which and I don't remember whether he paid it to me or not.

Does

How much did you pay on the tax the year that I speak of?

\$ 8 $\frac{45}{100}$.

Does

If it is your land why have you not paid the taxes and why do you keep Mrs Bays ^{stove} for the year taxes you did pay?

Ans.

She was to buy the land and I was to pay nothing on it. I was to pay no taxes.

Ques

Do you undertake to say that it was a part of your contract with Mrs Bays, that she was to buy the land and give it you for a home with you and her board, and to pay the taxes for you too, as long as she lived?

¶ There was never anything said about paying the taxes.

Ques

Did not you and Mrs Bays borrow some money at the bank with W.D. Hickman as surety on the note, and when to buy cattle with, and did you not tell Hickman when you asked him to sign said note as surety, that you and Mrs Bays was running the farm in partnership and that the profits on the cattle would be equally divided between you and Mrs Bays? or words to that effect?

I borrowed the money and Mrs. Bays and W.D. Hickman went on the note as securities, but I never told him, that she

she was to have part of
the profits on that we were
in partnership.

Does

And when you sold the cattle
~~which you had bought with the money borrowed from the bank~~
~~and~~ after borrowing the money at the bank
the first time, did you not have
said Hickam at the place where you lived
on said land and in the presence of Mrs
Bays, to make the settlement? Hickam
taking out what was going ~~and then~~
to the bank, and dividing the rest
between you and Mrs Bays?

No sir. Hickam never
made any settlements for
me at the Bank or any place else.

Does

Did you get all the money you
used in buying the first cattle, from
the bank?

I don't remember now but I
suppose I did.

Does

Did not Mrs Bays furnish a
part of the money herself, and
did not Hickam go with you to buy the
cattle?

It strikes me that she furnished

about Twenty dollars but I
paid her back when I sold
the cattle. Stickam borrowed
this money from her I think
but I am not sure about
it. Stickam did go with
me one trip I don't remem-
ber whether it was the
first or second.

Ques

After Mrs Bays left your home and
went to W.M. Venable's did you ne-
get W.S. Hickam to go to Mrs Bays,
and try to buy the land from
her for you?

Answer

No sir.

Ques

Did you not get at P.H. Lormers
store on Wallens Creek, the first year
you had the said land in your possession,
eight or ten dollars worth of farming
tools, gearings etc, and had this charged
to Mrs Bays, and did not Mrs Bays
pay for said goods?

I don't think I ever got
any thing # at Mr Lormer's store
and had it charged to Mrs Bays.
But I think she did ^{pay for} a pair
of or two of horses I got.

Reexamined, —
Ques. 1. After you went into
possession of said land
I understand you to say
that you twice borrowed
money from Puwells Valley
Bank with which to
buy cattle and that you
did buy cattle with the
money so borrowed
is that correct?

Ans. It is correct.

Ques. 2. What did you with
the cattle you bought
with said money.

Ans. I sold them.

Ques. 3. Did you sell them
for more than you
gave them?

Ans. I sold them for more.

Ques. 4. Did you pay to Mrs. Bays
any profits on same.

Ans. No sir.

Ques. Did she ever demand
of you part of the profits

on said cattle?

Ans. No. she never did.

Ques. 5- When was it you collected a dozen and a half from Larion Gibson?

Ans. In the summer of 1899. It was after she left me in the spring of 1899 and before she came back that fall.

Ques. 6 Has she ever asked you to pay it over to her?

Ans. I don't remember that she has or has not.

Ques. 7 You say ~~she~~ wanted you collected it at her request - for what purpose did she want you to purchase it if she said?

Ans. She wanted me to collect it and pay the freight on some of her things to Bristol. But the freight was not paid as the things were not sent. After she came back in the fall she

she had a sale and sold part of her things. This was before she left my house.

Ques. 8.

when you told Mrs. Bays that you would keep her stove had she not then refused make you the deed to said land?

Ans.

she had.

Ques. 9.

What was your object in keeping same.

Ans.

My ^{object} ~~object~~ was that if she was not going to make me the deed and I was not to get the land I was to get my money back.

Ques. 10.

Did you any contract with her to pay for ^{her} the ~~contract~~ taxes on the land?

Ans.

No sir. I had no such contract.

Ques. 11.

Since your examination in chief have you thought of or remembered using

any of the land in controversy
to any one if so be whom
an when?

Ans.

yes, I let Mart Russell
have a lease on a portion
of the land on the mountain side.
It was while she was gone
from my house and I think
while she was gone the first
time. I kept the lease only
2 or 3 months as well
as I remembered and then
gave it up.

Ques. 12.

You have stated in
your cross examination
that Mrs. Boye bought
from Hamilton his lease
when did she buy it and
what did she do with it.

Ans.

She bought it directly after
she came down in Aug 1897
and turned it over to me.
and I tended it one year in
corn and then sowed it
in grass and is still in grass.

Ques. 13.

You stated in your cross

examination that Mrs. Bays before you married house-kept and cooked for you and her, how did she happen to do so?

Ans. She did it of her own accord.

Ques. 14 State whether Mrs. Bays knew that you were going to be married if so did she object or approve of the marriage?

Ans. She knew I was going to be married and approved of same.

Ques. 15 When and who did you marry and were ^{you} acquainted with her before you first went from Va. to Mo.

I married Mary, the daughter of Dr. S. G. Shelbourne, on Feb. 12, 1899. Dr. Shelbourne lived ~~at~~ in about 3 miles of where Mrs. Bays & myself lived. Mrs. Bays before I was married was acquainted with the Shelbourne family but not

with my wife

Ques 16

Did you notice when you swore to your bill the allegation in it to the effect that your father had written you while in mo about returning to virginia if your aunt would buy the Preston land if you say you did not ~~note~~ when you did ^{you} first notice this allegation to be an error

Answer

No I did not notice the error at the time I swore to it and first noticed it during the Jan term 1901 of Circuit Court.

Ques 17

When and where did you first see this bill ~~do~~ and have you ever had it in your possessions so as to scrutinize it closely

Ans

I first saw it in the law office of E. W. Pennington at Perm. Gap on the day I swore to it. I have

never had it in my possession.
I did not take it to read
it myself it was only read
to me.

Ques 18,

when was it you first
noticed the allegation in
your bill that you were sur-
prised when you came
back to Da that the deed
had been made to Mrs
Bays from Horton & wife
instead of you.

I never noticed it till
last Monday morning, July
29, 1901.

Re X Examined.

Ques

You say in your re-examination
that Mrs Bays, knew the Shelbourns
but not your wife, at the time you
were married, Please state the age of
your wife at the time of your marriage.

Ans.

She was 15 years old.

Ques

Instead of approving your marriage,
did not Mrs Bays tell you before you
married Miss Shelbourn that you had no
use to marry that girl (calling her a little

cotton tail) that she was ^{too} young for
you, and that you need not bring her
there for her [Mrs Buys] to wait on
~~and that~~ for she did not intend to do
it? or words to that effect?

No sir.

And further this Deponent
saith not.

Trig Stamper.

Virginia Lee County to wit

I Albert J. a Notary Public
for the County & State aforesaid do
hereby Certify that the foregoing
Depositions of James M. St
g McCall, A M. Touker, C
and Trig Stamper, w
taken & subscribed a
before me at the
see and for the pu
tioned in the Caption -
in under my hand
3rd day of August 1901

Albert J.
Notary Public

J. C. Stanford

as } Depositions

H. M. Venable & Co

Filed by agreement
of attys this 26 Oct
8th 1901.

A. B. Munsey Clerk

B 1

Deonto	
Notary	\$20.00
Witnesses	2.50
Sheriff	1.00
	<hr/>
	\$23.50

The Depositions of W.S. Hickam
et al taken before me J. M. Durham
a Justice of the Peace in and for the
County of Lee and State of Virginia,

pursuant to notice hereto annexed at
the dwelling house of W.M. Venable on Wallens
Creek in Lee County Virginia, on the 6th,
7th, 8th, 9th and 10th days of August, 1901, to be
read as evidence in behalf of W.M. Venable
and Minerva Bays in a certain suit in
Chancery now depending in the Circuit
Court for Lee County wherein C.T. Stamper
is plaintiff and the said W.M. Venable and
Minerva Bays are defendants.

Present E.W. Pennington for Plff.

" J.B. Noel for Defs.

By agreement of Counsel the taking of these
depositions is adjourned ^{and postponed} until Aug. 7 1901, at
the same place and between the same hours of that
day as mentioned in the Caption.

Gas. M. Durham. J.P.

Pursuant to adjournment the taking of these
depositions is resumed, this Aug 7, 1901. 8. A.M.

Gas. M. Durham. J.P.

Present E.W. Pennington for Plff.

" J.B. Noel for Defs.

The witness W.S. Hickam being duly
sworn deposes and says

Question 1 State your name, age, residence and occupation

ans. My name is H. S. Hickam,
reside on Hallens Creek, Lin
County, Va., I am 45 years
old and am a farmer prin-
cipally and a little interest in
a slave

Ques 2 Are you acquainted with the parties
to this suit, and if so how long have
you known them?

ans. I am acquainted with them. I
have known Mrs. Bays ever
since I can remember; and I
have known Trigg & Will about
all their lives; we were raised
on Hallens Creek close to each
other

Ques 3 Do you know the land in controversy?

ans. Yes.

Ques 4 Do you remember Mrs Bays living
with the plaintiff on said land in the
years 1897, and 1898, and the early part
of the year 1899?

ans I think I do. I do know
she lived with him ^{it was} before
1897 & 1898 I think. There
has been five crops raised on
the land and that would make
^{when she came on the land} it 1897, including the present

crop year ~~by Trigg~~ The crops
were raised by Trigg

Ques 3

At any time while Mrs Bays lived on the
land in controversy, did you lease ^{or rent} any
of the said land, if so with whom did
you make the trade? Tell all that occurred
in connection therewith between yourself Mrs
Bays and Trigg Stamper?

Ans.

I had seen Trigg and he
asked me how I would like
to rent a piece of land for
corn, I told him I might rent
a certain piece that was
joining my land on the main-
tain. He said if I wanted to
rent it, I could come down
and see Mrs. Bays, I went
down there and saw Mrs. Bays
and rented it from her. Later
on in the Spring after I rented
it Trigg and I were together
about my house, and said
Mrs. ^{Bays} said if she had not
rented it, she would not
have done so, as it was
set so well in grass, I
went down & saw Mrs. Bays
and told her if she would

rather not have the land.
broke up, I would give
it up to her, and I did
give it up to her and did
not touch the land at all.
Trigg was present when I
rented it from Mrs. Bays.

Ques 4 While Trigg and Mrs Bays were living
together on said land, did they or either
of them in the presence of the other ever
tell you, about their contract concerning
said land; and if so tell all they said
concerning the matter as nearly as you can?

Ans. In the spring of the year,
the second year after the
place was bought, Trigg
came up to my house one
night and told me to come
down there, that Mrs. Bays
wanted me to come down there.
I went down, I was there
a while, and I asked her
what she wanted she told
me she wanted me to go
on a note with her and
Trigg to borrow some ^{money} with
which to buy some cattle.

3 After Mrs Bays had left
the second time, and had gone
with W.M. Venable, did he ^{Trigg} not-
you, to go and ~~buy~~ buy the land
controversy from Mrs Bays for him.

ans. I don't, think he did. After
did I don't remember it.

Ques 14 While Mrs Bays lived with Trigg
on the land in controversy, did you
frequently visit Trigg and Mrs Bays,
and were you and they not upon very
intimate terms?

ans. Yes. We were neighbors and
there was nothing between us.
We were intimate with one
another. We passed and re-
passed, and went to one an-
others house very often.

Ques 15 At any time before Mrs Bays left
the land and went back to Bristol
did either Trigg or Mrs Bays ever claim
to you that Mrs Bays had bought
the land in controversy and had given
it to Trigg, for a home with him and
board, as long as she lived?

ans. No. I never heard tell of it.

Ques 16 Are you acquainted with Elkanah Childers?

Ans. Yes.

Ques 17 At any time last week did you see him at Dow Fannin's stock yard?

Ans. Yes.

Ques 18 Did he not tell while there, and in your presence, that Mrs. Bayo told him that she had willed, or was going to will the land in controversy to Miss Stamper, or words to that effect?

Ans. The way I understood him was: I said to him you are a witness are you, and he said Yes; I then asked him what he knew about it, and he said, she ^{Mrs. Bayo} said, she had willed it to Trigg, is the way I understood him.

X Examination by Pliff.

Ques. 1 To whom and when did you first see what you say you heard Elkanah Childers say

Ans. My recollection is that I first it to W.M. Venable, I told him on evening of the day I heard it?

s. 2 Where were you when

told him?

Ques. 3 Near my house at the garden
Have you any interest

the litigation between the
ties to this suit?

Ans No. I have though a deed of trust in
the land, but no interest in the outcome
of the suit.

Ques. 4 Who gave you the deed of
trust?

Mrs Bays.

Ques 5. When did she give it to
you?

Ans I don't remember, but I think it was
two years ago last December or January.
but will not be positive about it. The
deed of trust is recorded.

Ques. 6 For what amount was it
given, and is it still owing?

Ans. I think it was for \$412⁵⁰, one half
of which was going to me and the other
to W.M. Venable. All that was due to
me is still owing.

Ques. 7 I hand you a deed of trust
signed by Minerva Bays dated
Dec. 16th 1899; is this the deed
of trust to which you refer.

Mrs. Yes

Ques 8 Is its date correct?

Ans So far as I know it is. I have not seen
the deed of trust - before from that day until
this.

Ques. 9 Where was Mrs. Bayo
living at the time said
deed of trust was executed?

Ans As well as I remember she was living
at W.M. Venables at that time.

Ques. 10 How long had she been liv-
ing with Mr. Venable before
said deed of trust was given?

Ans I don't remember how long.

Ques. 11 Have you no idea of the
length of time she had been
living with him before the
deed was given?

Ans I can't be positive, but it seems to me she
had been living with him some two or three
months. This is my best recollection.

Ques. 12 Where had Mrs. Bayo been
living just before she went
to Venables to live?

Ans She either came there from Trigg Street
or from Bristol, I don't recollect which
right now.

Q. 13 What is your best re-
collection, ~~and~~ whether she

The depositions of C. J. Stamper taken by agreement at the law office of W. W. Pennington in the town of Pennington Gap, Va. on the 14th day of October, 1901, to be read as evidence in behalf of the plaintiff, in a certain suit in chancery, wherein the said C. J. Stamper is plaintiff, and St. M. Tenable and Minerva Baya are defendants.
Present W. W. Pennington for the Plff.
" J. C. Nail for the defts.

C. J. Stamper after being duly sworn deposes as follows:

Ques. You gave a deposition once before in this cause did you not?

Ans.

Yes.

Ques 2

Since giving your deposition before, have you come into possession of any letters of Minerva Baya to you if so, how many, and where are they? If you have got any such letters please file them here marked "2".

Ans. I have found one. I here file the same marked "2".

Ques. 3 When did this letter last come into your possession and. This morning.

Ques. 4 Did you know where said letter was, when you gave your deposition before in this case?

Ans. No, Sir.

Ques. 5 In your deposition previously given, you ~~said~~ said you were acquainted with the handwriting of Mrs. Bayo. Is this letter, which you file marked "2" in ^{hand} handwriting?

Yes Sir.

Ques. 6 When had you seen this letter last before this morning; tell all about where you last saw it before this morning, and what you did with it?

Ans. I had it last spring and gave it to Bob Pennington. He gave me some papers back. I supposed the letter was in them. But when

I looked among these papers I could not find it. I supposed it had got misplaced. But when I was in Wallens Creek, when we were taking depositions in this case Judge Pennington told me he had it. That Bob had found it and sent it to him.

Ques. 7 Where were you when you first received this letter; and by what source did you get it?

I was in Nishnabotna, Mo. I got the letter by mail.

Ques. 8 In what did said letter come to you?

It was in an envelope - the envelope filed in Mrs Bays deposition marked "1", and in answer to X question 22 of her examination.

Ques. 9 Did you answer this letter if so, how, and what did you say in answer to it?

Ans I answered her by letter, which I mailed at Nishnabotna, Mo.

I told her I would accept the proposition she made me if she would deed me the land.

Ques. 10

When you wrote her that you wanted accept the proposition, if she Mrs. Bays would deed you the land now in controversy, state whether you got any answer to your letter. If so ~~that~~ in what way did you get an answer?

Ans

I got an answer by letter from Mrs Bays. I was still at Washnabtown Mo.

Ques. 11

Have you Mrs. Bays answer to your letter just mentioned, or have any idea of where it is or could be found?

No.

Ques. 12

Tell as near as you can what Mrs. Bays wrote you in this last letter which you say is lost, and can not be found?

Ans

The ~~information~~ question and my answer thereto is objected to because witness has already answered in his first examination what he says Mrs Bays

wrote him, and there can be no misunderstanding in counsel's mind as to what it was that witness claims she wrote.

J.C. Noel for Deft.

Ans

That she was going to buy the Preston land, that she was buying it for me, that I was the one she wanted to live with. She had no health in Bristol, and wanted to come to the country to live. She said that all she wanted off the place was her support; that she would make me a deed to the land. I don't remember any thing else that was in it.

Ques 13.

You say you do not remember any thing else in this last letter of Mrs. Bays to you: By way of refreshing your memory, did she say anything about wanting you to come back from Mrs. D's? If so, what?

Ans

She said she wanted ^{me} to come back, of course, that she would do these things, ^{if} I would come back.

Ques 14

Did you answer Mrs. Bays last letter to you

as detailed by you in ques-
tion 12? If so what did
you say to her?

Ans I did answer it. I told her
I would accept ^{the proposition} ~~it~~ and come back
~~the proposition~~ - home, as soon as
I could wind up my affairs in
Mo.

Ques. 15 ~~Did you come back after~~
How did you answer Mrs.
Bays last letter to you?

Ans By a letter and put it in the mail.
Ques. 16 Did you come back from
Mo. and how soon after
you wrote her you would
accept her proposition?
Did you come back?

Ans I came back in about two
weeks after I answered her letter.
Ques. 17 Previous to Mrs. Bays
leaving your house in the
fall of 1899, state whether
H. M. Venable visited you
and your family?

Ans Yes, sir.

Ques. 18 Has Mr. Venable after
Mrs. Bays left your house
and went to his house, was

Objected to because immaterial
and irrelevant?

Ans. No Sir.

After Mrs. Bays came back from Bristol in the fall of 1899 to your house, and while Mrs. Bays was at your house, do you have or remember of him ~~him~~ ^{her} coming about your house and calling 'Mrs. Bays out and talking to her, where neither you nor your wife could hear what he was saying to her; if so about how often, do you suppose he did this?

A few times he came to the fence and talked to Mrs Bayo I do not know whether he called her out or not. I did not hear the conversations he had with her.

Do you know Geo. W. Small?

Yes.

Some time in the fall of 1899, after Mrs. Bays had come back home

Bristol, and at said Smalls house, did you go to his house and when you got there, did Small say to you, he was looking for you, and you asked him why, to which he replied to you because he had a fire? or any thing of that kind?

Ans No. sir.

ques 22

At the same time & place as mentioned in the next preceding question, did you tell said Small that you had been taking ^{your} ~~his~~ wife across the ridge, that you would rather pay your wife's board than to have her wait on Mrs. Bays and that you was going over the ridge to get your wife to attend to your load when you killed some hogs and then take her back; that you had not right to furnish her some one to help her, that she was to do her own work, or words of that kind or effect.

Ans

ques. 23

No. I had no such talk to him.

Ques. 23 State whether you saw at any time & place told said Small that Mrs. Bays had gone to your house and broke in, and by G. you had a notice of getting out a warrant for her; that by G. you did not like such a way ^{as} ~~at~~ that, or words to that effect.

Ans. No.
Ques. 24 ~~Was~~ Was W. S. Nickham at your house after night on the evening before Mrs. Bays went to Bristol in April, 1899.

Ans. No.
Ques. 25 On the night before Mrs. Bays went to Bristol in April 1899, at your house, or at any other time or place, state whether you began a conversation in the presence of Mrs. Bays, and in which the following or anything to the effect occurred: That Mrs. Bays had given W. M. Venable the George Glass land on the mountain, and you asked Mr. Nickham if he

did not think, she (Mrs. Boyd) ought not to give him that place down there; that Mr. Hickman said in reply, that Mrs. Boyd could do as she pleased about it, and if she wanted, it would make him a nice house if she did give it to him; and then Mrs. Boyd said to you "Trigg I don't expect to give you anything to be recorded against me while I live. If you treat me right I will fix for you to have a house before I leave this world?"

Nothing was ever said about that, there or any where else.

Ques 26 State whether you ever borrowed at the Daniels Vally Bank any money with which to buy cattle; if so how often.

Yes, twice.

Ques. 27 Who signed your notes with which to get this money?

ans. Mrs. Boyd & H. S. Hickman.

Ques. 28 How much was each sum borrowed if you remember?

ans. The first time I borrowed I got \$130⁰⁰; and the last time the note was for \$400⁰⁰ but Mr. Hickman got \$50⁰⁰ of it, and I \$350⁰⁰

Ques 29 In what year did you borrow the \$130⁰⁰?

ans. In the Spring of 1898.

Ques. 30 In what year did you borrow the \$400⁰⁰?

ans. In January 1899 I think.

Ques. 31 at your house at the time you were making arrangements to get the \$130⁰⁰ with which to buy cattle, state whether said Hickman asked you and Mrs. Bays how you were running your business, and Mrs. Bays said your presence that you and she were running it on their halves.

Ans No. he was not there. Nothing of that kind was said.

Ques. 32 And at the same time and place or any where else, while arrangements were being made to borrow the \$130⁰⁰, did Mrs. Bays say anything about it?

Ferguson having a judgment against her and wanted to know from Mr. Hickman whether Mr. Ferguson could come in on the cattle; and Mr. Hickman then suggested that you give the note with him and Mrs. ^{Bays} as surety

Ans
Ques. 33

Nothing of that kind occurred. I was principal on the \$400⁰⁰ note and who sureties if any?

Ques. 34

I was principal, and W. S. Hickman and Mrs Bays my securities. Did Mrs. Bays furnish you any money at any time to buy cattle with; if so how much and under what arrangements?

Ans

I borrowed \$130⁰⁰ at the bank and \$20⁰⁰ from Mrs Bays. When I sold the cattle in the fall I paid her back.

Ques. 35

State whether Mrs. Bays ever furnished any money with which to buy logs?

Ans

Object to because the witness has already been asked some questions in his examination and he testified before J. C. Noel for Deft.

No.

The further taking of these depositions are adjourned till Wednesday Oct. 16th 1901, at the same place.

E. W. Pennington for Plff.

J. C. Noel ... Defts.

With pursuant to adjournment at the last of file of E. W. Pennington, on Oct. 16th 1901, to continue the deposition of Said C. J. Stumper.

E. W. Pennington for Plff.

J. C. Noel for Defts.

Ques. 36

All show many cows Mrs. Bayr owned while she lived with you, and from whom did she get them & how long did she keep them?

Ans

Two. The first one she bought from Sampson Sage. She paid \$22⁰⁰ & believe for the cow and her calf. It might have been \$23⁰⁰. I am not positive which. She kept her about 12 months. She sold her to Chas. Fanner. She kept the calf. We grazed the calf. I sold the calf to Frank Wilson with some hifers, at \$15⁰⁰ per head.

and I paid her \$15.00 of the money.

The other cow she bought of Dove Bailey at Bristol. We brought her down in Nov. and kept that winter.

In the spring she brought a calf, and we turned her on the grass, and she died. She got something that made her sick, and she died. The calf of this cow was only a few days old when the cow died. She gave me this calf to raise. I did so, and sold it.

Ques. 37

In Mrs. Bays examination in chief as a witness in this case, and in answer to question 48, she says she sent you money from Bristol with which to buy a double shovel plow, state whether she did send you any money with which to buy a plow?

Ans

No, Sir: not a cent.

Ques. 38

Mrs. Bays, says in her examination in chief that in answer to question 61, that you once borrowed a horse scythe, and struck about 3 links with it, and then hung it up, and went off and stopped

all evening and came back
and you said to her, if she
did not furnish you with
something to work with
you would go home, and
she then ^{that you} to go when you felt
like. State whether this
occurred?

Ans.
Ques. 39

No.

Mrs. Bays says in her
deposition in answer to ques-
tion 55 of her examination
in chief, that ⁱⁿ the Spring
before she went to Bris-
tol in April, 1899, she
was sick, and while so
sick you and your wife
gave her no attention but
stayed about the barn, that
she called your attention to
your wife staying at the
barn with you while she
was sick, and ^{you} said to her,
your wife was young and
must be excused. State
whether this occurred?

Ans

She was sick and I and my wife waited
on her as though she had been my mother.
She had the "ripps". We waited on her all

we could. We did every thing she asked us to do for her. My wife waited on her most of the time. She was not sick very long. There nothing about me and my wife staying at the barn. She made no complaints to me.

Ques. 40

Mrs. Bays says in her examination in chief in answer to question 60, that she offered at one time to deed you the land in controversy if you would pay the \$412.50 owing to Mr. Furgerson, and you refused to do it; State whether this be true, if not, state just what did occur about it as near as you can.

Ans

In the year 1900 at aunt Nancy Davis, I went up there to Aunt Nancy's one evening. When I went in Aunt Nancy said that Aunt Nerve wanted to see me on particular business, and asked me if I would wait until she sent after her to Mrs. Variables. I told her I would wait, so she sent George Small's boy after her. Geo Small was living there then, so in a few minutes she came

down. Me and her and my daddy went in
 aunt Nancy's room. She said she wanted
 to fix up our little matter about that
 land, that she wanted to go back
 to Bristol, and didn't want to have
 any more trouble about the place.
 that she had heard that I was going
 to see her for a deed. She said there
 was \$400⁰⁰ behind on the land, or \$412⁰⁰
 and may be 50 cts. She said she did
 not have the money and she couldn't
 get it, and it had been bothering her
 a good long while, and wanted to know
 if I would pay the \$400⁰⁰. I told her
 I wasn't to pay any thing on the land,
 so she said then if I would take and
 pay it off, she would make me a deed
 to it, and she would give me two years
 to pay it in, and after the two years
 I could pay her \$75⁰⁰ a year as long
 as she lived. I told her I would do
 that. We talked on then a right small
 little more about it. She just said
 then she would make me a deed any
 day I wanted it. Aunt Nancy in the
 time of it said Aunt Nerve was able to
 do me right about it. that she was
 glad that we were getting our business
 fixed up. That ended that then as far as I remember.

I may have forgotten something.

In a day or two she came down to my house, and said she was ready to make me a deed any time I would write it. I took her home that evening and told her I would go the next day to see if I could find any body to write it. ~~So the next~~.

She wrote me a note the Sat. evening after I took her home on Thursday, by Mr H.T. Furgurson, which I file marked "3".

On the receipt of this note I went up to Wm. Venable's house. She was there. I went in, she said she had declined the idea of making the compromise, and "wouldn't do that." I said that is all right if you don't want to do it.

That was about all that was said.

pers. 41

You say you told Mrs. Boys when talking to her that you want I pay the \$400⁰⁰ or \$412.50 debt, and \$75⁰⁰ per annum after two years, ~~did you~~ why did you do this and did you tell her then why you would do it?

Ans I told her I was not to pay anything.
She said she couldn't pay it.

I did it to save any further trouble.
I told her I would pay off the \$4000
dollars if she couldn't pay it, and
that would save any further
trouble between me and her.

Ques. 42 Did Mrs. Bays at any
on the evening before she
went to Bristol in April
1899, tell you if you would
pay off the Hargensen
debt, she would give you
the land now in controversy?

Ans No, sir.

Ques. 43 You say that W. S. Hick-
am was not at your house
after night on the evening
before Mrs. Bays left
for Bristol in April, 1899.
Tell whether he was there
before dark on the evening be-
fore Mrs. Bays left for
Bristol? If you say he was
tell what he did and what,
if any thing he said to you and
your wife?

Objected to so far as the question
relates to what said Hickam ~~and wife~~

did, and said to witness and wife.

because immature.

J. C. Noel for Deft's.

Ans

He was there a little while before dark.

He went in and had a talk with Aunt-
Nerve, me and my wife were planting potatoes
in the garden at that time. After while
he came out. She came out just behind
him. He came out to where we were plant-
ing potatoes, He said he had been in having
a little talk with Aunt-Nerve before she
left for Bristol. He said that I was all
right and she was going to make me
a deed. He said it in a low tone so she couldn't
hear it.

Ques. 44

In buying the last cattle
you bought with the \$350.
You got from Daniels Vally
Bank, did Mrs. Bays fur-
nish any of the money that
bought the cattle, if so how
much?

Ans

She furnished none of it.

Ques. 45

Mrs. Bays says in her
deposition in answer to ques-
tion 69, that while she was
in Bristol in the summer
or fall of 1899, she paid \$50
you at the Daniels Vally

Bank the interest on said \$350⁰⁰; did she do so?

Ans No.

Ques. 46 While she was in Prison in the Summer or fall of 1899, did she have a note at Powell's Valley Bank, if so, for how much was it; and who paid the interest on it while she was gone?

Ans She had a note at the Powell's Valley Bank for \$412²⁵, and I paid the interest on it for her.

Ques. 47 Did you keep better fires before you were married than you did after you were married, at the house where you and Mrs. Bayo lived?

Ans I always kept good fires. I don't know I had just as good fires before as after I was married.

Ques. 48 Did you raise any wheat on said farm that was harvested in 1898, if so what did you do with it?

Ans Yes. I eat it, there at home, part of it - some of it I sowed the next year.

X Examination.

Ques 1- Who put you in possession of the letter marked "2", and filed with your answer to Question No 2, of your examination in chief, the last time you had it in your possession before filing the same?
ans. E. H. Pennington.

Ques 2 Did said Pennington have said letter with him at the time the deposition of Mrs Bays was taken ^{in this cause}, or tell you that he had at that time?

~~Ques~~ ans. He told me that he had it; I don't remember of seeing him with it.

Ques 3 Was said letter the first ^{one} you received from Mrs Bays concerning the land in controversy?

ans. No.

How many other letters concerning the land in controversy did you receive from her, before you received said letter marked "2", and filed with your deposition?

~~Ques~~ ans. I expect One or two.

Ques 4 How long before you received said letter, was it that you received said one or two letters concerning the land in controversy?

Ques 5- I don't know exactly. I got only

3 or 4 in all about the land in controversy, and the first one didn't say much about it. It may have been a month or two months I got the first letter then I got the one marked "2" filed in this deposition.

Ques 6

How many ~~did you~~ letters concerning the land in controversy did you receive from Mrs Bays after you received letter marked "2" and filed with this deposition?

Ans.

I got one only.

Ques 6

Did that one letter that you mention in your last answer, refer to the same land that is mentioned in the letter marked "2" and filed with this deposition, or did it ~~specify~~ mention other land?

Ans.

It referred to the same land mentioned in letter "2". I don't remember of any but the Preston land being referred to in this last letter.

Ques 7

I asked in the preceding question whether the one letter received from Mrs Bays after you received the letter marked "2", referred to any other land than the land that was named in letter

marked "2", and filed with this deposition,

that I mention & repeat, and ask you to answer it direct; Did said last letter name any other land than the land mentioned in letter marked "2", and filed with this deposition?

ans.

No. The last letter referred to the Preston land.

Ques 8

Did Mrs Bays in any of her letters to you, ever promise to buy any other land than the land mentioned in the letter marked "2", and filed with this deposition?

ans.

I don't remember of her saying any thing to me, ^{about any} ~~except the~~ land, except the Preston land.

Ques 9

Does the letter marked "2" and filed in this deposition mention or refer to the Preston land at all?

Objected to because the letter is filed and shows to what land it refers to.

W. H. Huntington for Piff.

ans.

I don't know that it does. In a letter or two before this it did, and also the last one.

Ques 10

You say that you are acquainted with the hand writing of Mrs Bays.

I now hand you said letter marked "2" and filed with this deposition, please read the same carefully and tell me whether the Preston land is named or referred to at all?

Objected to for the same reasons assigned to the next preceding question

Ex. H. Pennington for the Plff.

Ans.

I don't think it says any thing about the Preston land. If it does I can't see it.

Ques 11

What interest if any, did ~~Mr.~~ Harve Horton have in the Preston land, at the date of said letter marked "2", and filed with this deposition, or afterwards at any time before Mrs Bays purchased said land through your father?

Ans.

I supposed old Harve Horton is the one meant in the letter. I suppose ^{the land} it belonged to him. His boy was on it, the deed came through him when it was purchased.

Ques 12

Does not the letter marked "2" and filed in this deposition refer to the Harve Horton land - & more young Harve who is now dead - which your father for some

time before the Presto land was bought,
was trying to buy for Mrs Bays, and
does not ⁱⁿ letter ~~not~~ mention the fact
that she Mrs Bays could not then ~~to~~
get possession of said land before the
next year, that she could buy any time
two shares, and that she wrote to your pa
to buy Horre Horton land if he could get
possession in the spring or before?

Objected to because the
letter referred to in this
question shows for itself
what is contained in it.

W. H. Huntington for Plff.

Ans.

I don't know of my father
trying to buy with Young
Harvey Horton who is now
dead. The land he did buy
he got from old man
Harvey Horton. I can't say
whether the letter contains exactly
what is quoted in said question,
it is so dim some of it. I un-
derstand the Harvey Horton named
in the letter to be old man Har-
vey Horton.

Dec 13

Does not the letter marked "2" and
filed in this deposition the first-

last; and only letter you ever got from Mrs Bayo concerning the land in controversy:

ans. No sir!

Ques 14 How ^{thin} do you happen to have said letter marked "2" above referred to, and can produce ^{with} none that you received either before or after the date of said letter? ~~How~~

ans. Because they have got mis-placed some way. I never thought of any trouble coming up. I just happened to find No "2" referred to.

Ques 15 When and where did you find letter No "2" referred to?

ans. In my trunk among some papers. Some time this last Spring I found it.

Ques 16 Did you give to R. G. Pennington any of the other letters which you received from Mrs. Bayo, except said letter marked "2"?

ans. I don't remember of giving him any more.

Ques 17 What were the other papers said Pennington returned to you at the time you say you thought he returned to you said letter marked "2"?

Ans.

I don't remember exactly; but I remember of a bill of some expense which had been paid out on a trip to Bristol.

Dues 18

If you had found said letter in your trunk and had given it to R. G. Pennington as you say you did, ^{lost-spring} why did you ^{not-say so} in answer to the following question of your examination when you testified before in this cause: "When did you last see the letters which you say you received from Mrs Buys?"

Ans.

Because I had forgotten all about giving it to him.

Dues 19

If you had forgotten that you had given said letter to him, why did you say in answer to Dues 18, ^{Pennington} this deposition that "he gave you some papers back, and that you supposed the letter was in them. But when you looked among these papers that you could not find it?"

Objected to because the question is argumentative.

Pennington for Plaintiff

Ans.

I have told about all I know ^{it} about. I had forgotten

giving said Huntington said letter, and where I went home and looked in my trunk I did not find it, so I supposed it was lost.

Ques 20

In answer to question 19 of your examination in chief, ^{you said} that W^m. Venable came to the fence at your house after Mrs Bays came back in the fall of 1899, and talked to her, and that you did not hear the conversations with her, ^{a few times} and that you don't know whether he called her out or not? How many times do remember of him doing this?

Ans.

Three or four times.

Ques 21

How Long would these conversations last?

Ans.

Not very long; sometimes she would ^{get} up behind him and go off with him home.

Ques 22

Did he not as frequently talk with her at the fence before she went to Bristol as he did after her return?

Ans.

Not that I remember.

Ques 23

In answer to question 27 of your examination You said that Mrs Bays and W. S. Hickman signed your notes as sureties at the bank, did they sign the notes themselves or did you sign their names to the notes?
~~Yourself~~

Ans.

I signed their names. Hickman sent a letter to Judge Morgan authorizing me to sign for him and Mrs Bays told me to sign her name to the notes.

Quest 24

Question 36 of your examination is chief ~~you~~ ~~the~~ is as follows, State whether ~~a~~ ~~not~~ Mrs Bays ever furnished any money with which to buy hogs, to which you answered "no". Now is it not a fact that Mrs Bays did furnish you money with which to buy a hog from Jeff Fannan, and did ^{you} not buy from said Fannan a hog with the money she furnished?

Ans.

I got a hog from said Fannan, but I bought it with my own money, and not with Mrs. Bays' money.

Quest 25

^{Did you not tell}
~~What you~~ ^{and} said Fannan at the time and place where you agreed on the price of said hog, that you did not have the money with which to pay for said hog, that you would have to go down home and get the money from your aunt Nerve, ^{or work to that effect} and did not go away and afterwards go back and pay for said hog?

Ans.

No, I have no recollection of such

Ques 26

Some time after you had purchased said hog and before you had killed the same, did not said Fannan come to the house where you now live, and did you and Mrs Bays not take him out to see said hog, and while there did not Mrs Bays ask him if he thought the hog had improved any, or words to that effect?

ans.

I have no recollection of this. If he ever saw the hog after I caught it, I don't remember it? I had 3 or 4 other hogs in the pen with the Fannan hog.

Ques

In your examination when you testified before in this case, you said you never left Mrs Bays by herself at night but once, and that you sent a person to stay that night but he did not get there, now is it not a fact that you went with Jeff Fannan the night he went to arrest Bradley Bledsoe, and left Mrs Bays by herself?

ans.

I went with Mr. Fannan to arrest said Bledsoe; I was gone a few hours; but not all night. She said she didn't care

for me going; that she could stay till I came back.

Ques 28

In answer to question 36 of ^{you} examination in chief you say that the cow Mrs Bays bought in Bristol died, did this cow die while Mrs Bays was with you on said farm or after she went back to Bristol in April 1899?

Ans.

Mrs. Bays was at my house when the cow died, I can not say how long before she went to Bristol.

Ques 29

Did not Mrs Bays furnish one of the horses with which you tilled the land in controversy, while she was living with you on said farm? If you answer she did, please tell all you know about what became of said horse?

Ans.

She furnished a horse with which one crop was helped to be made; she got her leg broke and died. She got her leg broke along after crops were layed by, in August, I believe. Mrs. Bays was in Bristol at the time the mare died.

Ques

Was Mrs ~~Nancy~~ Nancy Davis present during the whole conversation which you say occurred in answer to question 40 of your examination in chief?

Ans.

Yes, the talk was all had in her presence.

Ques

Who was present at the time the conversation occurred between you and Mrs. Buys at Wm. Venable's house, which you detail in answer to said question 40?

Ans.

I suppose Mr. Venable's wife & Mother were there.

Ques

were Mr Venable's wife and mother sufficiently close to hear said conversation?

Ans.

I suppose they were. We didn't have much to say though.

Ques

How came you to pay the interest on Mrs Buys' \$412.00 note at Powell's Valley Bank while Mrs Buys was in Bristol in the summer or fall of 1899, and how much did you pay?

Ans

~~But~~ When she left in the Spring she asked me to pay it, and said she would pay me back when she came back that fall. I paid it twice, for ninety ~~each time~~ ^{one time}.

Ques

as well as I remember. I think
~~I paid the~~ Bank 12% on the amount
she owed, for ninety days the
first time and \$5⁰⁰ again

Ans

Did I understand you to say in
your examination when you testified
before in this case, that \$50⁰⁰ a
year would be a fair value for the
rent of the land in controversy per
year, for the time it has been
in your possession?

Ans.

I think I put it at \$50⁰⁰

Ques

Are you the same Brigg Blum
that testified before A.M. Goins comes
in the Chancery cause of N.T. Ferguson
vs Manron Bayo, on August 17th 1898?

Ans.

Yes.

Ques

What did you then testify that
would be a fair cash rental value
for the land in controversy per year, if
the land in said suit was the same
as the land in controversy in this suit?

Objected to because the
evidence of the witness in
the Ferguson is writing and
of record therein and is the

but evidence of what witness then said.

ans. The land now in controversy is the same land that was in controversy in the said Ferguson suit. I then put at \$130 to \$135⁰⁰ per annum.

Ques You intended to rent said land then did you not; if the Court had decreed that it should be rented to pay off the amount of said N. P. Ferguson's judgment against Mrs Baugh?

ans. Yes. The land was mine, and I did not intend for it to be rented to some one else, or a part of it sold. Aunt Mary told me if I would rent it, she would go my security, and she would pay it herself and in that way get five years to pay her debt.

Ques If the land was yours, why did you not say so in answer to the following question that was asked you in examination, when you testified in said cause of

H.P. Furquess vs Minerva Bays before
said A.M. Goins Comr. on Aug 1 1898,

"What part of this crop did you
pay us rent; or did it belong to the
owner of the land Mrs Bays"?

Ans.

I told them all about it,
that I paid no rent, and
Goins said that was not
in the case, or something
of that kind. But he did
not put it down, but I do
not know why he didn't.
He didn't put it down ^{the way} ~~for~~
I told him.

Ques

Did you subscribe your
name and swear to the deposition
as it was put down by said Goins
on that occasion?

Ans.

I reckon I did. I have
been shown my signature to
said deposition, and I answer
that I signed the same

Ques

Was the J.M. Stamper who
testified in said cause of H.P. Furquess
vs Minerva Bays, before said Goins
on Aug 1st 1898, the same J.M.
Stamper who has testified in this
cause?

ans.

Yes.

Re ex amination

ques. 1

Did not Young Harvey
Katon die after you came
back from Mo., and after
you went into the possession
of the land in Cawthrony?

ans.

He did

And further this deponent
swears not.

C. J. Starnes

We agree that the foregoing
deposition of C. J. Starnes who
was sworn to by E. H. Pen-
nington, shall be read as evi-
dence in this case, as if formally
~~This Oct~~ certified to by a
proper officer.

This Oct. 16th 1901.

E. H. Pennington for Plff.

J. C. Noel for Defs.

C. F. Stampfer

or } depositions

H. M. Venable et al

C. F. Stampfer

No. 5

The depositions of H'J.Morgan and others taken before me, Geo.P.Cridlin a notary public in and for the County pf Lee in the State of Virginia, by ag reement, at the law office of Pennington Bros in the town of Jonesville, Lee County Virginia, on October 8th 1901, to be read as evidence in behalf of C.T.Stamper, in a certain suit in Chancery now pending in the Circuit Court for Lee County Virginia wherein the said Stamper is Complainant and William M.Venable and Manerva Bays are defendants.

Present: Pennington Bros. Attorneys for plaintiff, and

J.C.Noel and C.T.Duncan attorneys for defendant.

H.J.Morgan a witness after being duly sworn deposes as follows:

Q.1.-- Give your name, residence and occupation.

A.-- As to occupation I do nothing, I live in Jonesville, Virginia and my age is 76 .

Q.2.-- In waht business were you engaged in the latter part of 1899?

A.-- I was then engaged in the banking business as a private banker. ~~xxxxxxx~~ and did business under the name of the Powell's Valley Bank' at Jonesville Virginia.

Q.3.-- Are you acquainted with William M.Venable, C.T.Stamper, Minerva Bays and W.S.Hickam, and did you kno them the latter part of the year 1899?

A.--I knew the parties in 1899 as well as a good while before.

Q.4.-- I hand to you what purports to be a deed of trust executed by Minerva Bays to C.E.Couk trustee and dated December the 16, 1899, to secure to W.M.Venable and W.S.Hickam a debt of \$412.50; do you remember anything about the execution of this deed of trust, if you say you do tell whether or not about the time of the executin of said deed of trust you had any conversation with said W.M.Venable to the effect that the said C.T.Stamper was asserting claim to and interest in the land mentioned in said deed of trust; tell all you remember about it?

Obj.-- The foregoing question and any answer thereto is objected because irrellivant and immaterial.

J. C. Noel
C. T. Duncan
J. B. Dyer

C

A.-- I recollect the fact that at some time, there was a deed of trust executed by Mimerva Bays to Charles E. Couk trustee, and the deed of trust showed me is the same one referred to in the question. This deed of trust was given to indemnify and save harmless W.M. Venable and W.S. Hickam on account of their having lifted from me or ~~Bank~~ or from Powells Valley Bank for Mrs. Bays a note of \$412.50 I do remember its execution but I do not remember the date of it except by looking to the deed of trust handed me. The Deed of trust is in C.E. Couk's handwriting, but I believe I dictated the document. Mrs. Bays was not present, neither was Trig Stamper, as I recollect. William Venable and W.S. Hickam were present as well as I now remember. My recollection of the transaction is not perfect as to all that was said, but I do remember of talking to Mr. Venable and Mr. Hickam in relation to the matter. I had heard some time before the execution of the deed of trust that either Trig Stamper or his father James M. Stamper was setting up some sort of a claim to the land mentioned in the deed of trust, but how I got that information I cannot tell, and my recollection is that I told Mr. Venable and Mr. Hickam that there was some kind of a claim being set up to the land by either Trig Stamper or his father, but I never heard either of the Stampers speak of it. As well as I can recollect I said to Mr. Venable and Mr. Hickam, that from all I had heard in relation to the matter, I did not think that Mr. Stamper either of them had any claim that they could assert against the land, and I think I ~~xxxxxxx~~ spoke of it in that way the day the deed of trust was executed.

Obj.-- The foregoing answer is objected to because irrelevant and immaterial to any issue involved in this cause. If the object is to prove notice it is too vague and indefinite, and made only upon flying rumor with the assurance upon the part of the witness at the time that these parties, the Stampers mentioned had no valid claim against the land.

C.T. Durican and J.C. Noel for deft.

And further this deponent saith not.

Henry J. Morgan

C.E.Couk another witness of lawful age being duly sworn deposes as follows:

Q.1.-- Give your age, residence and occupation?

A.-- I am 32 years old, reside at Jonesville, Virginia, and am Cashier of Powell's Valley Bank. I have been cashier of said Bank for about nine years.

Q.2.-- Do you remember of hearing of a law suit in this County between Henry T. Furguson and Minerva Bays?

A.-- I don't believe I ever heard of it.

Q.3.-- Do you remember Minerva Bays in the latter part of 1898 or the early part of 1899, borrowing from the Powell's Valley Bank about \$412.50 with which to pay H.T. Furguson some money which it was said she owed said Furguson, and gave as security one W.S. Hickam and C.T. Stamper?

A.-- I don't remember as to the date, but I suppose it was near about that time, that a sum of money of that amount was borrowed by Mrs. Bays of C.T. Stamper for her with Hickam as surety, but for what purpose it was used I do not now know.

Q.4.-- After said note was given do you remember writing Mrs. Bays at Bristol to pay the interest on the same, if so state what you did and what she did herself if anything in respect thereto.

A.-- I don't remember of ever writing to her, but I have an indistinct recollection of a check being sent here by her to pay the interest on the money, and the check was sent back to her, the interest having been paid by C.T. Stamper previous to the receipt of the check, but I can't say positively that it was on that note. As I now remember, the check was sent me from Bristol and I sent it back to her there. This was as I think some two or three years ago.

Q.5.-- Are you acquainted with W.M. Venable and W.S. Hickam and did you know them in the latter part of the year 1899?

A.-- I knew Hickam and I think I knew Venable in the latter part of the year 1899. I know them both now.

Q.6.-- I hand you what purports to be a deed of trust executed by

Minerva Bays to yourself as trustee and dated December the 16th, 1899 to secure W.M.Venable and W.S.Hickam a debt of \$412.50. Do you remember anything about the execution of this deed of trust? If you say you do, tell whether anything was said about the time of the execution thereof, to said W.M.Venable about C.T.Stamper asserting claim to or interest in the land mentioned in said deed of trust. Tell all you remember about what was said if anything.

Obj.-- The foregoing question and any answer thereto is objected because irrelevant and immaterial.

C.T.Duncan and J.C.Noel for Deft.

P
A.-- I remember of writing the deed of trust, and at the time it was being written there was some general conversation about Stamper being in possession of the land, and that the object of the deed of trust was to create a lien in Venable's favor so that if it become necessary he could foreclose the deed of trust and buy in the land and get possession of it and get shut of Stamper.

Q.7.-- State whether or not on the occasion mentioned by you, said W.M.Venable was apprised of the fact that C.T.Stamper was as-
then
serting claim or interest in the land mentioned in said deed of trust if so tell who did it and what was said as well as you remember?

A.-- I don't remember that there was anything said about Stamper
it
asserting claim to, but only that he had possession of it.

Cross Examination.

X.Q.1.-- In reference to the check which you indistinctly remember Mrs.Bays sent you from Bristol and which you returned, the date of which transaction you are not able to state with any accuracy. I will now ask you to state whether that transaction occurred before or after the date of the deed of trust which you have stated above was written by you?

A.-- It occurred before the deed of trust was written.

X.Q.2.-- State whether or not at the time said check was sent to you, what notes if any Mrs. Bays owed the Bank?

A.-- I don't know that she owed any note at that time except that she was on ~~this matter~~ some notes, and I don't know whether she was

on any other notes at that time or not, and I don't know what note that check was sent to pay the interest on.

X.Q.3.-- Is it not a fact that C.T.Stamper frequently, or at least several times would come to the bank with a note with Mrs. Bays name to it and perhaps others names and get money?

A.-- He borrowed money frequently with Mrs. Bays as surety, and he generally signed her name to the note at the bank.

Re-Examined.

Q.-- How many times do you remember C.T.Stamper borrowing money at the bank and signing Mrs. Bays' name to the note?

A.-- Some two or three time money was borrowed on 90 days time and afterwards renewed, possibly for several terms.

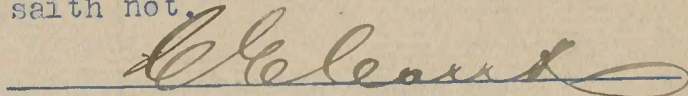
Q.-- How much do you remember of his getting at each time?

A.-- I don't remember exactly the amount of the notes. I think some one, two or three hundred dollars.

Q.-- Have all the notes which he gave for money borrowed been paid?

A.-- They have so far as he is concerned

And further this deponent saith not.



D.C.Sewell another witness of lawful age being duly sworn deposes as follows:

Q.1.-- Are you acquainted with W.M.Venable and C.T.Stamper, if so how long have you known them, and under what circumstances did you become acquainted with them?

A.-- I know them both. I became acquainted with them at the time the depositions were taken in the chancery case of H.T.Ferguson against Mrs. Minerva Bays. Col. Pridemore and I had been engaged to defend that suit and at the taking of the depositions in the case Messrs Venable and Stamper together with old man Stamper, C.T. Stampers father, were present giving me information concerning the depositions and in regard to that case generally. In those consultations I become acquainted with Messrs Venable and Stamper.

Q.2.-- If at any time while said suit of H.T.Ferguson against said Minerva Bays was pending the claim right or interest of C.T.Stamper was discussed, to the land in controversy, with or in the presence of W.M.Venable. Tell as near as you can what was said if anything

Obj.-- The foregoing question and any answer thereto by this witness is objected to, because whatever information he may have gotten at the time mentioned in his answer to the preceding question ~~xxxxx~~^{was} obtained by him as the counsel of Minerva Bays and from persons who were acting as her agents, and such information cannot be disclosed by the counsel without the consent of the said Minerva Bays and the other persons acting as her agents

C.T.Duncan for deft.

A.-- I cannot remember any words or talk used by any of the parties but I do remember, that they three consulted with me some two or more times in regard to said case giving me information concerning same and it is now my impression and best recollection that it was ~~xxxxx~~ mentioned that the land in controversy was to be *or later to be decided to him* that of young Stamper. I have a very slight remembrance that Mr. Venable was the first man to make mention of the matter. This ~~was~~ consultation was had just outside of Mr.Goins' office and to the west of the door, and was at the time and upon the day the depositions were taken in that case. The three person referred to are Messrs Venable, young Stamper and his father.

Obj.-- So much of the foregoing answer, in addition to the objection made to the question, as undertakes to give the witness's impression without giving anything to found that impression upon, is objected to as evidence.

C.T.Duncan for deft.

Q.3.-- State whether or not the said suit of Ferguson against Bays was compromised. If you say it was state whether Mr.Venable was present and in such compromise ~~was~~ there not counted out of the debt due to Ferguson some wheat and pasture which said C.T.Stamper claimed in the presence of said Venable that said Ferguson owed him for pasture off of said land?

Obj.-- The foregoing question and any answer thereto is objected

because the termination of that suit is a matter of record and the record of the same is the best evidence and should be produced.

C.T.Duncan and J.C.Noel for deft.

A.-- It is my recollection that said suit was compromised, the agreement to compromise being made on the said day of taking depositions. Mr.Venable was present and assisted therein. It is my recollection, that an ~~x~~ item of whet and pasture was allowed or taken into consideration in said compromise. I think the wheet and pasture was given as a credit on the amount claimed, but just what wheet or what pasture it was I cannot now recall.

Q.4.-- At the time spoken of by you in this deposition were you attorney for W.M.Venable, either in the Furguson suit or any other cause?

A.-- I was not.

Cross Examination.

X.Q.1.-- You state in your answer to the last question that you were not the counsel, in that suit, of William M.Venable. Was not Wm. M.Venable acting in that suit as the agent and assistant of his aunt Minerva Bays?

A.-- I did not so consider him. I considered old man Stamper the agent, if any she had. I considered Mr.Venable as a friend or relative assisting another relative or friend.

X.Q.2.-- What relative or friend did you consider Mr.Venable as assisting?

A.-- Both Mrs. Bays and young Mr. Stamper, is my impression now.

X.Q.3.-- Was young Mr. Stamper a party to that suit?

A.-- As I remember ~~x~~, he was not.

X.Q.4.-- Then he had no interest in that suit in any way appearing of record to be assisted in, had he?

Obj.-- Objected because the record is the best evidence as to who are parties thereto and because the question is argumentative.

Pennington Bros. for plff'

Statement:-- It is admitted that the record is the best evidence, but the counsel for Mr. Stamper has just now stated in the -resence

of the notary, that he has the record at his office in Pennington Gap, and it cannot be resorted to for examination or for the purpose of cross-examining the witness on it. Plaintiff's counsel says, however, that he will furnish said record when it is wanted.

C.T.Duncan and J.C.Noel for deft.

A.-- None of record that I knew of.

X.Q.5.-- You state that Mr.Venable was present at the time said suit was compromised, and that your recollection is that an item of wheet and pasture was allowed or taken into consideration in said compromise. Was not that for wheet that grew upon the land then in controversy, or against which it was attempted to assert a lien and for pasturing done by Mr.Furguson on said land?

A.-- I cannot state definitely about these items now.

X.6.--In the answer which you filed for Mrs. Bays did you not set up for her as an off-set against Mr.Furguson's demand, a claim or item for wheet and pasture?

A.-- It is my impression that we did.

X.Q.7.-- Was Mr.Venable and the two Stampers present at each of the two or more consultations which you had with either one of them in reference to the suit of Furguson against Bays.

A.--I Think we all consulted together at each ~~xxxxxxxx~~ time.

X.Q.8.-- Was these two or more conversations or consultations on the same day or were they on different days?

A.-- On the same day.

X.Q.9.-- Was these consultations before or after Mrs. Bays' answer was filed in said suit?

A.-- It is my recollection that A.L.Pridemore wrote the answer and that it was filed before the taking of the depositions when the consultations were had.

X.Q.10.-- Had you ever consulted with either of said parties in reference to said suit before you met at Mr.Goins office to take depositions on the occasion when the compromise was effected?

A.-- I think not.

X.Q.11.-- Does the decree which was entered in that cause embrace

the terms of settlement of which you have spoken?

A.-- I cannot say. I do remember ever having read the decree.

X.Q.12.-- Was any person present at the consultation had just outside of Mr.Goins' office and to the west of the door, except yourself the two Stampers and Mr.Venable, if so state who?

A.-- No, sir. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

X.Q.13.-- Were you and the parties you have mentioned, to-wit, Mr.Venable and the two Mr. Stampers present at Goins' office, in connection with that suit more than the one day, the day upon which the compromise was made?

A.-- It is my recollection that we were there only the one day.

X.Q.14.-- Didn't you meet there on one day and take some deposition and then adjourn and meet again at Mr.Goins' office several days thereafter when settlement of the amount due from Mrs. Bays to Mr. Furguson was agreed upon and the matter compromised as you have before ~~said~~ stated?

A.-- don't think I met these gentlemen there but one day.

The defendant here closes his cross-examination, with the right to recall said witness for further cross-examination when the papers in said chancery cause is produced, if deemed necessary.

And further this deponent saith not.

D. C. Sewell

Virginia, Lee County, to-wit:

I, Geo.P.Cridlin, a notary public in and for the County of Lee in the State of Virginia, do certify that the foregoing depositions of H.J.Morgan, C.E.Couk and D.C.Sewell were taken sworn to and subscribed before me at the time, place and for the purpose in the caption mentioned.

Given under my hand this the 8th day of October, 1901.

Geo. P. Cridlin N.P.

C. T. Stauper

vs. {

W. M. Venable et al

Depositions of

H. J. Morgan

C. E. Cook

D. C. Sewell

Received from George P
Cridler The N.P. before
whom taken & filed
Oct 8th 1901

A. B. Munsey Clerk

B. 4

Geo. P. Cridler N.P.

Fee for taking depositions
4 hours \$3.00

Cliff Den

H. J. Morgan

C. E. Cook

D. C. Sewell

The depositions of Nancy Davis, Mi-
nerwa Bays & W.M. Venable

taken by agreement at the dwelling house
W.M. Venable in the county of Lee on
the 1st days of Nov. 1901, to be read
as evidence in behalf of the defendant in
a certain suit-in-equity, depending in
the Circuit-Court for Lee County, Virginia,
wherein C. T. Stamper is plaintiff, and
W.M. Venable and Minerva Bays are defendants.

Present E. W. Pennington for Plffs.
J. C. Noel .. Defs.

Nancy Davis, a witness of lawful age
being duly sworn deposes and says:

Ques 1 State your age, residence, and
~~occupation~~

Ans. I am 81 years old and re-
side on Hallows Creek in
Lee Co.

Ques 2 Are you acquainted with Minerva Bays
and C. T. Stamper? and what relation
to them are you?

Ans. I know them both. Mrs.
Bays is my sister and C. T.
Stamper is my nephew; he
is my sister's son.

Ques 3

Did you hear a conversation at your house in the year 1900, between C. P. Stamper and Minerva Bays, in your presence and in the presence of J. M. Stamper?

Ans.

I heard a conversation between C. P. Stamper & Mrs. Bays; but I do not remember the year, nor whether J. M. Stamper was present.

Ques 4

C. P. Stamper in his deposition taken on the 14th and 15th days of Oct-1901, to be read as evidence in this case, that in the year 1900 at your house, he (C. P. Stamper) went-went up to your house one evening, and that when he went in, you said that his Aunt Nerve wanted to see him on particular business, and that you asked him if he would wait until you sent after her, to Wm Variables; that told you he would wait; and that you sent Geo. Smalls boy after Mrs. Bay; and that in a few minutes Mrs Bays came down, and that he, Mrs. Bays and his daddy went into your room. That Mrs Bays said she wanted to fix up our little matter about that land, that she wanted to go back to

Bristol, and didn't want to have any more trouble about the place. That she had heard that Jewas going to sue her for a deed. That she said there was \$400.⁰⁰ behind on the land, or \$412.⁰⁰ and may be 50 cts. She said she did not have the money and she couldn't get it. and it had been bothering her a good long time while, and wanted to know if he would pay the \$400.⁰⁰; That he told her he wasn't to pay any thing on the land, so she said then if he would take and pay it-off, she would make him a deed to it, and and that she would give him two years to pay it in. After the two years he could pay her \$75.⁰⁰ a year as long as she lived. That he told her he would do that.

That they talked on then a right smart little more about it. She (Mrs Bays) said then that she would make him a deed any day he wanted it. That you in the time of it said his Aunt Nerve was able to do him right about it, and that you said you was glad that they were getting the business fixed up. Please state whether such a conversation took place, and if you say not please state what conversation did

take place at your house at that time
between C. P. Stamper, Mrs. Bays and
yourself?

Ans.

^{the} what all ~~that~~ was
said; but all of what
is mentioned in the fore-
going question was not
said; there was nothing
said about a deed, if a
deed was mentioned I have
no recollection of it; they
were not on that subject.
Trigg wanted Mrs.
Bays to sell the land
in controversy and give
him \$800⁰⁰ out of it, to
put in another tract
of land which adjoined
my land. Mrs. Bays
would not agree to do
it. I would not under-
take to tell all that was
said, but there was not
much said. She told
Trigg she would give
him \$200⁰⁰ to go into the

land, but he would not accept of it. There was no agreement between about it there. Mrs. Bays asked Trigg if he was going to sue her, and he replied to her that time would tell about that. This ended the conversation, and Mrs. Bays got up and left.

Ques 5-

At any time in the conversation that occurred at your house between said C. T. Stamper and Mrs. Bays, state whether you said that to Trigg that his Aunt Nove was able to do him right about it - and that you were glad that they were getting their business fixed up, or words to that effect?

Ans.

I have no recollection of saying any thing of the kind. If I had have said it, I recollect I would have remembered it.

X 24

Ques. 1.

Where was Mrs. Bays living at the time you heard Trigg & Mrs. Bays talking?

Ans

At W.M. Venables.

Ques. 2

About how long had she been living at Venables at the time you heard Trigg & Mrs. Bays talking?

Ans

I think this conversation occurred along somewhere about Christmas and she went to Venables some time in the "late fall" before.

Ques. 3

Which came to your house that day first, Trigg or Mrs. Bays?

Ans

The best that I recollect is that Trigg came first.

Ques. 4

How did Mrs. Bays happen to come to your house on that day? did you not send George Small's boy after her to come to your house?

Ans

I think I sent some person after her, but I don't remember who.

Ques. 5 How did you know that Mrs. Boys wanted to see Trigg on that occasion? Had she told you before that she wanted to see him?

Ans I am not positive, but I think she before that time told me she wanted to see him.

Ques. 6 You had heard before this conversation that trouble was about to come up over the land now in ~~controversy~~ controversy between Trigg & Mrs. Boys had you not?

Ans I had heard it talked of a good deal.

Ques. 7 Who ~~did~~ ^{had} you heard talk about trouble coming up over the land in controversy between Trigg & Mrs. Boys?

The foregoing question is objected to because immaterial, and irrelevant.

J. C. Noel for Deft.

Ans I do ^{not} remember who now except Trigg. He told me several times of propositions he wanted me to make to Mrs. Boys. I always told her what he said.

Ques. 8.

Can you say you never heard Mrs. Bays say any thing about Trigg claiming the land in controversy except on the occasion at your house, when you heard Mrs. Bays & Trigg talking as before told by you?

Objected to because immaterial.

J. C. Noel for Deft.

Ans

I do not remember of hearing say that Trigg claimed it; though she might have done so.

Ques. 9

In your own way detail it in full all that occurred between Trigg & Mrs. Bays at your house using their own language as near as you can; and tell what you said in the same conversation if you said any thing.

Ans

I can't. I do not recollect well enough to tell. There was not a great deal said between them, and if I opened my mouth during the time of it I don't

remember it now.

Ques. 10

You do remember enough about the conversation that occurred at your house between Trigg & Mrs. Bays to tell now that they were talking with one another with the view and aim of compromising their differences about the land now in suit in this case, do you not?

Ans

I don't think they were.

He wanted her to give him \$800⁰⁰, and that if she would he would never require any thing more of her estate, that he would give her a clear receipt against her estate if she would give him \$800⁰⁰ out of the land. She refused to do it.

Ques. 11

Do you remember all that was said between Trigg and Mrs. Bays on that occasion?

Ans

I do not.

Ques. 12

at the time of this conversation was not J. M. Stawfer living in a part of the house you lived in?

Two

Yes, Sir.

And further this defendant suggests not.

Harley M. Davis

Minerva Bays after being duly sworn deposes and says:

Ques 1

You ^{gave} a deposition in this case before did you not?

Ans.

I did.

Ques 2

I hand you a letter which is filed with C. T. Stampers deposition of Oct-14, 1901, in this case Marked "2", and which he claims is a letter that he received from you concerning the land in controversy, while in Mo., and that he afterwards received another letter from you, please state whether or not you sent said C. T. Stamper the said letter which I show you? and if you say that you did, state whether you ever wrote him another letter after you wrote said letter here shown you?

Ans.

I do not say I did not write the letter shown me, but there is something

in it that I did not put
in the one letter (I only
wrote him one) which I
wrote him, that is about
the support; that question
never occurred to me until
this controversy got up.

I was the one that had been
doing the supporting. It
don't look to be in my
hand writing

Dec 3

If you did write the said letter
and send it to Trigg Slanper, ^{state} did
^{whether} you after that write him another
letter, in which you said that
you was going to buy the Preston
land, that you was going to buy it
for him; that he was the one you
wanted to live with, that you had
no health in Bristol and wanted
to come to the Country to live.
That all you wanted off the place
was your support; and that you
would make him a deed to the
land & words of like import?

Objected to because
this witness when examined
before was asked this same

question or one of the same
purport.

E. M. Pennington for Plff.

Ans. I only wrote one letter
to Trigg, and that letter
had nothing of the kind
in it.

Ans 4 C. T. Stamper in his deposition
given in this case on the 14th & 15th days of
Oct. 1901, in answer to question 40 of
his examination in chief said ^{among other things} that
in the year 1900 at his aunt Nancy
Davis's that he you and his daddy
went into Mrs Davis's room: that you
said that you wanted to fix ~~the~~ up
your little matter about the land, that
you wanted to go back to Bristol, and
didn't want to have any more trouble
about the place; that you said you
had heard that he was going to
sue you for a deed: that you said
there was \$400.00 or \$412.50, behind on
the land, and that you did not
have the money and couldn't get it,
and it had been bothering you a
good long while, and wanted to
know if he would pay the \$400.00

That he told you that - he wasn't to pay any thing on the land. That you said then if he would take and pay it off, ~~you~~^{make} would him a deed to it, and you would give him two years to pay it in. And after the two years he could pay you \$75⁰⁰ a year as long as you lived. That he told you he would do that. That you and him talked ^{an} a right - smart - little more about it. And ~~that~~ that you said that you would make him a deed any day he wanted it. Please state whether or not any such conversation occurred between you and the said C. P. Stamper, and if you say not - please state what did occur between you and him at that time and place?

The further taking of these depositions is adjourned until tomorrow morning at 7:30 o'clock A.M. at the same place.

E. W. Pennington

J. C. Noel for Defto.

Met-pursuant to adjournment - at the dwelling house of Wm M. Venable, on Nov 2nd 1901, to continue the deposition of Minerva Bayo.

E. W. Pennington for Plff

J. C. Noel for Defto.

Anst to ques. 4.

This conversation did not occur. I only offered to let him (Drigg) leave the land once if he would pay the \$412.00, and that was at the base on the land in controversy; but Drigg declined the offer.

At Mrs. Davis' house there was a little something said but not much; he wanted me to pay him \$800⁰⁰, and I offered him \$200⁰⁰; but he declined to take the \$200⁰⁰. I then left Mrs. Davis' house.

Dec 5 C. T. Stamper said in his deposition of Oct. 14 & 16, that in a day or two after the conversation at Mrs. Davis' that you came down to where he lived, and said that you were ready to make him a deed any time he would write it. That he took you home that evening and told you he would go the next day to see if he could find any body to write it. State whether such a conversation as this occurred

between you?

Ans. No, I never told him this.

Ques 6 Said C. T. Stamper said in his deposition of Oct. 14 & 16, that on Sat. after he took you home on Thursday. he went up to W. M. Venables house at your request by a note which you sent him by Mr. H. P. Furguson, and that while there you said that you had declined the idea of making the compromise and that you would ~~not~~ do that; and that he said that is all right if you don't want to do it. State whether this conversation occurred, and if so what did you have reference to when you told him you wouldn't do that?

Ans. I don't think I sent any note to Trigg by Mr. F. Furguson; but if he says that I did send the note by him, I reckon I did do so. Mr. Furguson, was not here I said to Trigg on the occasion mentioned what he said I said, but I did not refer to making him a deed to the land in controversy, but

I don't remember what I did refer to. I did not feel safe in leaving anything further to do with him.

X Exam.

Ques. 1 What relation is Nancy M. Davis to H. M. Tenable.

Ans He is her nephew.

Ques. 2 Have you not heard Mrs. Nancy M. Davis say she had a will made giving her property to said H. M. Tenable?

Objected to because immaterial and irrelevant. ~~And~~ because only hearsay.

J. C. Noel for Deft.

Ans I never heard her say a word about it.

Ques. 3 Please take a pencil and on a paper write "Trigg Come up this evening I want to see you. Minerva Bays" and file what you write as exhibit "4".

Ans. I have written the same and here file it as requested. Marked "4".

Ques. 4 Please take a pencil and paper and copy in your own hand writing exhibit "2" filed with L. J. Stone. per a deposition given on Oct 14 & 16th of Oct. 1901; and file your writing here as your answer as exhibit "5".

Ans I write as requested and file the same marked "5".

Ques. 5 How did you happen to go to Mrs. Davis on the occasion you mention in this deposition?

Ans She sent for me to come down there.

Ques. 6 Do you remember all that occurred on that occasion between you and Trigg?

Ans No. There was but little said. I did not offer him the place, then to pay out on it. I had done this before, and he would not take it. I hated it but I could not help it.

Ques. 7 In your deposition given in this cause heretofore you

said you had conveyed
your property in Bristol
about the same time you
conveyed the land in contro-
versy to H. M. Venable, to
Frances E. Venable wife
of H. M. Venable; please
tell how much if any
thing Mrs. Venable or her
husband paid you for
your Bristol property?

Objected to because immaterial.
J. C. Noel for Deft.

Ans

Ques. 8

They have paid me nothing for it.
Have they or either of them
to pay you any thing for
your Bristol property; or
was the conveyance made
to Mrs. Venable as a gift?

Ans

Objected to for the records are the
best evidence, and the deed is the best
evidence to said property names the
consideration.

J. C. Noel for Deft.

Ans.

I refuse to answer the question, because
it does not concern the question consid-
eration.

Ques. 9 What do you consider a fair cash value of the Bristol property which you conveyed to Mrs. Venable?

Objected to because ~~became~~ immaterial, irrelevant - and impertinent.

J. C. Noel for Deft's.

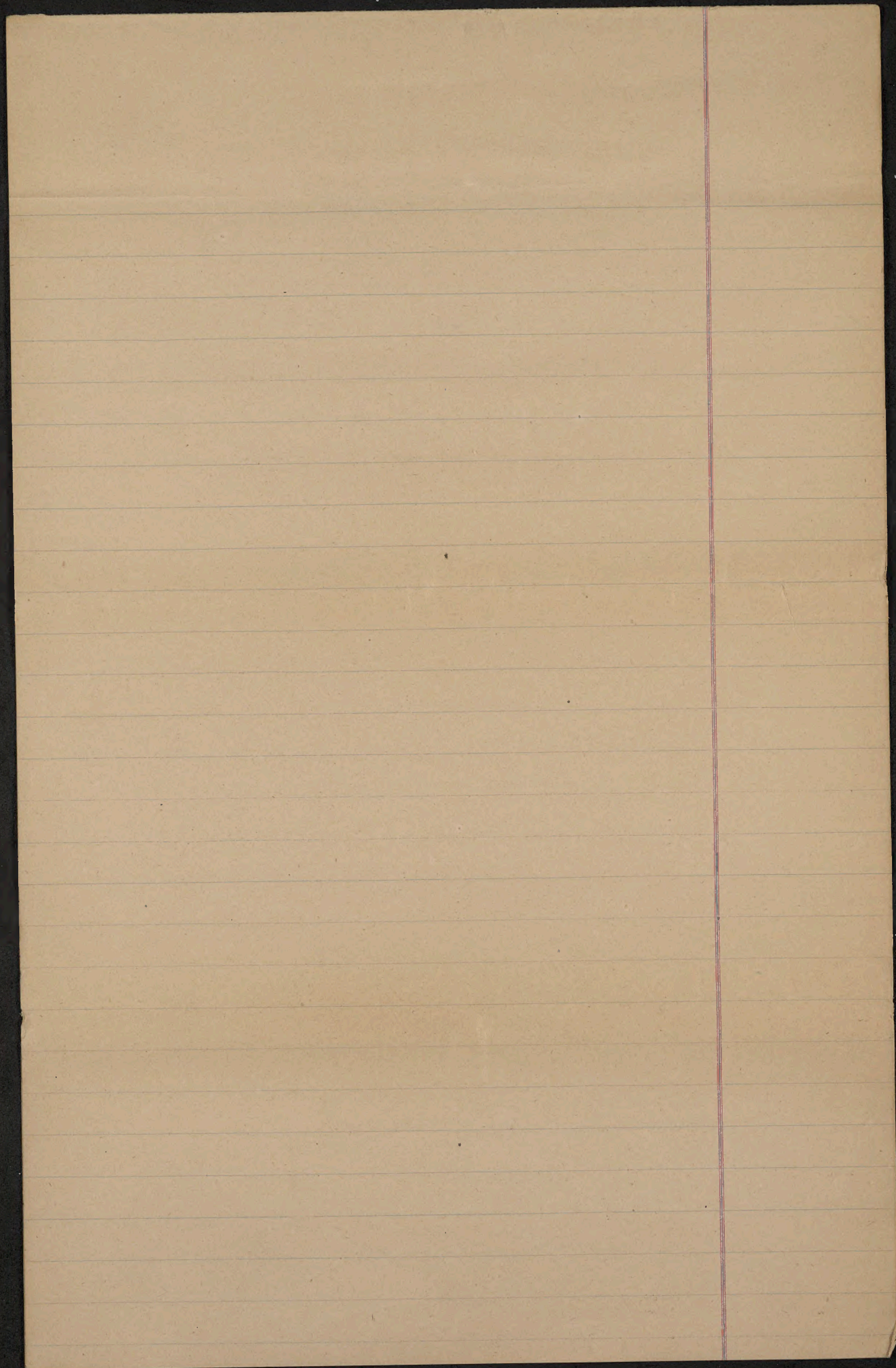
Ans. I refuse to answer the question because it does not concern them that are seeking after it.

Ques. 10 Was the Bristol property worth anything at the time you conveyed it to Mrs. Venable?

Ans. It has always been worth something.

Ques. 11 Then tell what said property was fairly worth at the time you conveyed it to Mrs. Venable?

Ans. We are not looking after that property, and I refuse to answer the question.



Ans. After considering the matter, I have concluded to give my estimate of the worth of the Bristol property, though my estimate may be wrong.

~~I believe it is worth~~

I believe, it cost about \$6300⁰⁰.

~~And further this deponent says nothing.~~

Re Examination.

Ques. On examining closely the letter marked Exhibit "2", and filed with the deposition of C. P. Stamper given in this case on the 14 & 16 of Oct. 1901.

State whether you wrote said letter or not?

Ans. I certainly did not write it. This letter came up before the land trade. I never thought of buying the Horton land at time said letter bears date. And as soon as I heard the letter read I found there was a mistake in the read.

Re X 24

Ques. The land in controversy is the Horton land is it not?

Yes.

And further this deponent says
not:

Minerva Bays

W.M. Venable, again deposes
and says:

Ques 1

You gave your deposition before
in this case did you?

Ans.

I did.

Ques 2

D. C. Sewell in his deposition
given in this case, on the 8 day of
Oct-1901, among other things, said
that it was his impression and best-
recollection that it was talked among
L. T. Stamper, J. M. Stamper, himself
and you that the land in controversy
was to be that of young Stamper
or rather to be deeded to him, that
this occurred while the Chancery suit
of N. P. Furgueson vs Minerva Bays
was pending. That he had a slight
remembrance that you was the first
man to make mention of the matter.
That this consultation was first outside
of Mr. Gains office and to the west-
of the door, and was at the time and
upon the day the deposition were
taken in that case. State whether

such a conversation as spoken of by Mr. Sewell ever occurred in your presence, and also whether you ever at that time and place or at any other time or place ever told D. B. Sewell that the land was in controversy was to be Trigg Stampers or any words to that effect.

Ans. No. There was no such a conversation passed there or any where else.

Ques. 3 E. N. Robinett in his deposition given in this case on the 26 day of Sept. 1901, among other things, said that not very long after he had taken the acknowledgement to the deed from Harvey N. Horton & wife to Mrs. Bays, that he met up with you somewhere, may be at Jonesville. That you asked him about the deed, and that he told you he had taken the acknowledgement to the deed from Horton to Mrs Bays, but that Mr. J. M. Stamper said the land was bought for Trigg. That probably you asked him, that he did not remember the words, if it had been bought with his money, that it was wrong and that you were going to see after it or words to that effect.

And that it struck him that you also
said that she was not capable of doing
business and that it would not stand
that what she did was no account.
Please state whether you ever had such
a conversation with E. A. Robinett at
Jonesville or any where else?

Ans.

No, I don't think I ever
had such a conversation
with him. I had a con-
versation with him at
Jonesville once, but that
was after Mrs. Baye
had made me a deed. In
this conversation, I asked
Mr. Robinett how he
came to be there to acknowl-
edge the deed, and who
came after him, and he
told me that Grigg did.
He told me how the deed
was made to Aunt Heroe,
and this was about all
that was said about it.

X 24 -

Ques. 1

What do you consider

a fair value of the Bristol property which Mrs. Bays conveyed to your wife?

Objected to because immaterial and irrelevant

J.C. Noel for Deft.

Ans
ques. 2.

I would guess \$6000.00 or \$6000.00.

Was the Bristol property a gift to your wife or for a consideration? If you say it was for a consideration, tell what the consideration was?

Objected to because immaterial and irrelevant. - J.C. Noel for Deft.

Ans
ques. 3

I do not know. I was not present when the deed was made to my wife.

Have you found the last note taken up by you for \$412.50, if so please file the same as exhibit "C".

Objected to because immaterial. The first note taken up should be the one asked for if any is material.

J.C. Noel for Deft.

Ans
ques. 4

I have and file it marked as requested.

Have you found the first note taken up by you after

Mrs. Bays made the
deed to you; If so, file
the same as exhibit "7".

And I have and file as requested
marked "7" and the one for which
the deed of trust was executed
to me and W.S. Hickman with C.E.
Cook trustee. This note marked "7"
was taken up and the note dated
May ^{1st} ~~1st~~ ¹⁹⁰⁰ was executed in its
stead which I file as exhibit "8".

And further this deponent suggests
not:

W.M. Venable.

We agree that this batch
of depositions be read without
the usual certificate.

W.H. Peerman given for J.C. Noel
J.C. Noel Repts.

PENNINGTON BROS.,
ATTORNEYS-AT-LAW,
PENNINGTON GAP AND JONESVILLE, VA.

Exhibits 4 & 5

Know all Men by these Presents, That we L. T. Stamper and
L. C. Shelburne
 are held and firmly bound unto the Commonwealth of Virginia, in the sum of \$250.00
Two hundred & fifty dollars, to the payment whereof, well and truly to be made to
 the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,
 executors, and administrators, jointly and severally, firmly by these presents. And we hereby
 waive the benefit of our homestead exemptions as to this obligation, and any claim, right, or
 privilege to discharge any liability arising under this bond in any currency, funds, counter claims
 or offsets other than legal-tender currency of the United States. Sealed with our seals, and
 dated this 1st day of June one thousand ^{nine}~~eight~~ hun-
 dred and One.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound
L. T. Stamper

on his bill in Chancery against W. M. Venable

addressed to the Judge of the Circuit Court of the County of Lee, has obtained from the said
 Judge an injunction to injoin and restrain the said W. M. Venable from
further proceeding in the action of ejectment pending
on the law side of Lee Circuit Court, wherein W. M.
Venable is plaintiff and L. T. Stamper is defendant

until the future order of the said court; and whereas it is provided, by the order of the said Judge
 awarding the said injunction, that the plaintiff shall not have the benefit thereof until he
, or some one for him, shall enter into a bond, with good security, in
 the clerk's office of the said court, payable to the Commonwealth of Virginia, in the penalty of
Two hundred & fifty Dollars, and conditioned to pay all such costs as may
 be awarded against the said plaintiff, and all such damages as shall be incurred in case the said
 injunction be dissolved. Now, therefore, if the said L. T. Stamper
 shall pay all such costs as may be awarded against him, and all such damages as shall
 be incurred in case the said injunction be dissolved, then this obligation to be void, or else to re-
 main in full force and virtue.

Executed in the presence of

A Copy

Seals: A. B. Munsey Clerk

L. T. Stamper [SEAL.]

L. C. Shelburne [SEAL.]

[SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day personally appeared before me A. B. MUNSEY, Clerk of the Circuit Court of
 the County of Lee,
 and made oath that _____ estate, after the payment of all _____ just
 debts, and those for which he _____ bound as security for others, and expect to have to pay
 _____ worth the sum of _____ dollars,
 over and above all exemptions allowed by law.

Given under my hand this _____ day of _____ 189

Clerk.

W. T. Stanger
Copy of

to { **INJUNCTION
BOND.**

Commonwealth.

Filed June 1st 1901

A. B. Mursey Clerk

1000
410

688
410

\$278

350
160

410

.....

To C. T. Stamper:

You are hereby notified that on the 6 day of August, 1901, between the hours the hours of 8 A.M. and 8 P.M. of that day, at the dwelling house of W. M. Venable on Waller's Creek, in Lee County, Virginia, we will proceed to take the depositions of W. S. Hickam and others, which when taken is intended to be read as evidence on our behalf in a certain chancery suit pending in the Circuit Court for Lee County, wherein you are the plaintiff and we are the defendants. And if from any cause the taking of said depositions be not commenced on that day, or if commenced be not completed, the taking thereof will be adjourned from day to day, and from time to time and from place to place until the same shall be completed.

This July 30, 1901.

W. M. Venable and Minerva Bays.
By J. C. Noel & C. T. Duncan their
attorneys.

Legal service of the foregoing notice
is accepted this July 30, 1901.

Burlington Bros. for
Pltffs.

Know all Men by these Presents, That we W. M. Venable and W. S. Hickam
are held and firmly bound unto the Commonwealth of Virginia, in the sum of \$300.00
Three hundred Dollars,

to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators ^{homestead} jointly and severally, firmly by these presents. And we hereby waive the benefit of our exemptions as to this obligation, and also of any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from the bonds of this State. Sealed with our seals, and dated this 21st day of February one thousand nine hundred and two.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas at a Circuit Court held for the County of Lee (in Vacation) at Big Stone Gap Va on the 3rd day of February 1902, in a certain suit in chancery then pending in the said court between L. S. Stamper plaintiff, and William M. Venable and Minerva Bays defendant,

a decree was entered setting aside the deed made by Minerva Bays to Wm M Venable and requiring the said Minerva Bays to execute a deed within 30 days to the said L. S. Stamper for the land in controversy

and whereas, on the 3rd day of February 1902, during the same term at which the said decree was entered, the said court, in order to allow the said Wm M Venable and Minerva Bays to apply for an appeal from said decree, made an order suspending the execution of the said decree for the period of twenty days from the date thereof upon the said Wm M Venable and Minerva Bays or some one for them giving bond before the clerk of said court in the penalty of \$300.00 Three hundred dollars, with condition according to law. And whereas it is the intention of the said Wm M Venable and Minerva Bays to present a petition for an appeal from said decree. Now therefore if the said Wm M Venable and Minerva Bays shall pay all such damages as any person may sustain by reason of the said suspension, in case a supersedeas to the said decree shall not be allowed and be effectual within the said period of Sixty days, specified in the aforesaid order of the said court, then the above obligation to be void, or else to remain in full force.

Signed, sealed, acknowledged and delivered in the presence of

W. M. Venable
W. S. Hickam



In the Clerk's Office of the _____ Court of the _____ of _____
This day personally appeared before me _____, Clerk
of the _____ Court of the _____ of _____, and made oath
that _____ estate, after the payment of all _____ just debts, and those for which he _____ bound
as security for others and expect to have to pay _____ worth the sum of _____
dollars, over and above all exemptions allowed by law.
Given under my hand, this _____ day of _____, 19_____
Clerk.

Wm Vanable & Minerva Bay

to { SUSPENDING BOND.

Commonwealth.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Mr. M. Venable and*
Minerva Bays

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the
said court, on the *3rd* Monday in *May* 1901, to answer a bill in

chancery exhibited against *them* in our said court by *C. T. Stamper*

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,

the *6th* day of *May* 1901, and in the 12^{*5th*} year of the Common-

wealth.

A copy, Teste:

A. B. Munsey Clerk.

Clerk.

23.00

30.00

3.50

5.50

3.00

65.00

B. L. Stamper

VS.

SUBPOENA
IN CHANCERY.

W. M. Venable et al

Pennington Bros. & Co.

To 2nd May Rules.
Circuit Court.

Executed May 20th
1901 by delivering
a copy of the within
to W. M. Venable
and Minerva Bay
R. G. Liversay Dep't
for W. G. Smith & Co.

S. L. C.